



Government of Maharashtra
Department of Agriculture
Divisional Joint Director of Agriculture,
LaturDivision ,Latur

.....
Ph No- 02382-242438
Fax No: 02382-242229
Email: djdalatur@rediffmail.com
URL: <http://krishi.maharashtra.gov.in>

(2021-22)

TENDER FOR

Supply of Manpower In latur Division

IN Latur Division For Implementation of Various Agriculture Schemes

1. National Mission on Oil Seed and Oil Palm (NMOOP) 2021-22
2. National Food Security Mission (NFSM) 2021-22
3. Pradhan Mantri Fasal Bima Yojna
4. Other Schemes

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**DIVISIONAL JOINT DIRECTOR, OF AGRICULTURE,
LATUR DIVISION LATUR**

Behind Old Collector Office, Old Collector ate Premises, Shivaji Chowk Latur
Phone No. 02382-242438 Fax No: 02382-242229, Email: djdalatur@rediffmail.com

**TENDER NOTICE
(Supply of Manpower for NFSM, NMOOP, NMSA, RIDF, Etc)**

Sealed Tenders are hereby invited in the prescribed form by Divisional Joint Director of Agriculture, Latur Division Latur from registered / licensed manpower supplier (Labour contractor) For supply of Manpower for implementation of "NFSM, NMOOP, PMFBY" Etc. in Latur Division for various manpower services viz. Dist. Level Consultant, Technical Assistant, Data Entry Operator, Driver etc. on contract basis.

Prescribed Tender form, list of manpower required and terms and conditions for supply of Manpower will be available for information on website www.mahatenders.gov.in, <http://krishi.maharashtra.gov.in> from The tender Schedule is enclosed here for information. The tender Documents sale and acceptance process carried out as per tender schedule. Filled tenders will be accepted from **14.07.2021 at 09.00 hrs. to 29.07.2021 upto 18.00 hrs.**

Tender will be opened on **03.08.2021 at 12.00 hrs.** in the Office of Divisional Joint Director of Agriculture Latur Division Latur in the presence of tenderers or their authorized representatives who wish to be present. The award of contract will be subject to the fulfillment of terms and conditions given in the detailed tender.

Note :-

1. Tenderers are informed that they should pay prescribed Tender fees of Rs. 1000/- (Rs. One Thousand only) which is **nonrefundable** and Earnest Money Deposit will be 1% of Tender Value. Both of amounts should be paid by Online mode as per available process on website i.e. e-tendering website www.mahatenders.gov.in. The tenderer should submit technical bid and financial bid in separate folder. It is due on or before dated as per scheduled.
2. **Tenderer should quote their Financial Bid in Percent (%) Service Charge. Which is given in financial envelope in PDF format.**
3. **Right to accept or reject any or all tenders, may be modified or complete may cancelled without assigning any reason there of is reserved with undersigned.**

Sd/-
(S.K.Divekar)
Indenting Officer
Divisional Joint Director of Agriculture,
Latur Division, Latur

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Department of Agriculture,
Divisional Joint Director of Agriculture
Latur Division, Latur.

Tender Schedule

Tender document for supply of Manpower in the Division

| | | |
|---|--|--|
| 1 | Tender No. | Tender notice no.-L-1/2021 Dated |
| 2 | Date of Publication on www.mahatenders.gov.in | 14.07.2021 at 9.00 hrs |
| 3 | Document download start date | 14.07.2021 at 9.00 hrs |
| 4 | Bid submission start date and time | 14.07.2021 at 9.00 hrs |
| 5 | Document download, Bid submission end date & Time | 29.07.2021 upto 18.00 hrs |
| 6 | Opening of Technical and Financial Bid Date and Time | Date : 03.08.2021 at 12:00 hrs. In the Office of Divisional Joint Director of Agriculture, LaturDivision,Latur |

Tender form Price: Rs. 1000 /-

TENDER FORM

(To be returned with the tender to Indenting Officer, Divisional Joint Director of Agriculture Latur. Division, Latur).

| | |
|-----------------------------------|---|
| Schedule to Tender No. | Tender notice no. L-1/21 . Dated : |
| Last date of submission of | Dt. 29.07.2021 up to 18:00 hrs |
| Date of Opening of Tender | Dt. 03.08.2021 at 12:00hrs |

To,

Indenting Officer

Divisional Joint Director of Agriculture, Latur Division, Latur

**Sub: - Supply of Manpower for "Implementation of Various Agril Schemes" 2021-22
in the Latur division**

Dear Sir,

I / we undersigned hereby offer to supply Manpower as per list attached which includes Pre requisite/Technical Proposal and a Financial Proposal sealed under a separate envelope.

1. I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
2. I / we have capacity for supply of Manpower within the stipulated period.
3. My / our rates of supply of Manpower as specified in Schedule of terms and conditions of this tender will be inclusive of all taxes and as per the statement enclosed.
4. I / we have studied and understood the terms and conditions of the contract to supply Manpower. I / we agree to supply with provision contained there in the execution of the contract.
5. I / we have enclosed online receipt for, Rs.1000 (Rupees One Thousand only) towards the tender fee (nonrefundable).
6. I / we have enclosed online receipt 1% of Tender Value towards the *Earnest Money deposit* of this tender.
7. I / we enclose list of Manpower supplied by us to Govt. Departments/Semi government Institutions / reputed organizations for the various job which may be inspected
8. I / we give the guarantee of supplied Manpower for the period of September 2019 to May 2020.
9. The prices quoted by us in the Financial Proposal (Folder No. 2) are valid till tender tenure. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.
10. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.
11. We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.
12. **We understand that the Divisional Joint Director of Agriculture is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.**
13. I/We Undersigned specific post mentioned are of fixed enumeration so no **service charges will applicable on them**

Signature with name & Address of the

Witnesses: -1)

-2)

Yours faithfully,

(Seal & Signature, Address & Telephone No.)

**GOVERNMENT OF MAHARASHTRA
DEPARTMENT OF AGRICULTURE
DIVISIONAL JOINT DIRECTOR OF AGRICULTURE,
LATUR DIVISION, LATUR**

1. The Tender should be submitted in the two separate Folders, in the following manner:

A. The first Folder should contain -

- i. Details of Earnest Money Deposit 1% of Tender Value(Online receipt)
- ii. Relaxation G.R. and Certificate for Co-Operative Societies for Earnest Money Deposit (if Applicable)
- iii. Details of Paid Tender fee in the form of Rs. 1000/- (Online receipt)
- iv. Duly digitally signed each and every pages of tender booklet.
- v. The terms and conditions duly digitally signed by contractor on each page and the tender form for supply of manpower.
- vi. A copy labour license obtained from the Labour Commissioner.
- vii. Registration certificate under Maharashtra state cooperative societies Act,1960 and Rules 1961 (applicable to service cooperative societies).
- viii. Attested copy of Service Tax registration
- ix. Certificate regarding Income Tax paid for the last three financial years (Assessment Year 2021-22).
- x. Certificate from Income Tax Officer of tax exemption (if applicable)
- xi. Attested Xerox copy of PAN in the name of Firm or if PAN CARD is in the name of proprietor in that case attested copy certificate of firm registration is mandatory.
- xii. Attested copy of ESIC /policy copy under Workmen's Compensation Act and other statutory registrations i.e. provident fund registration code number, professional tax registration (PTEC & PTRC) with latest clearance.
- xiii. Turn over for the last three years of the contractor should be duly certified by the Chartered Accountant. (In Format A)
- xiv. Information List about to be supply of Manpower required in the tender.
- xv. The Tenderer should state whether he has previously supplied the manpower to the Government/Semi government Institutions or reputed organizations for the various job with reference No., date & Prices (details of manpower supplied in the last three year in format B).
- xvi. Experience Certificate if any

This Folder should be super scribed with the name given bellow.

| |
|---|
| <p>FOLDER NO.1 "PRE REQUISITE/ TECHNICAL PROPOSAL OF TENDER FOR SUPPLY OF MANPOWER IN THE DIVISION DUE ON: 14.07.2021 "</p> |
|---|

B. The Second Folder should contain-

1. The Second Folder should contain only the percent (%) Service charges based on the per month basic wages, HRA, Conveyance allowance, Leave Encashment, Bonus amount which are fixed as per the labour laws. which should be super scribed with the

| |
|--|
| <p>FOLDER NO.2 "FINANCIAL PROPOSAL OF TENDER FOR SUPPLY OF MANPOWER IN THE DIVISION DUE ON: 14.07.2021 "</p> |
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Upload both these folders on <http://www.mahatenders.gov.in>

1. 1. Tenderer should Quote their Financial Bid in Percent (%) Service Charge. However the Excel Sheet of BOQ is Attached in financial cover as per E-Tendering Process Which is mandatory for Procedure only but it will not be considerable. Tenderer should Quote their Financial Bid in Percent (%) as Annexure-I in PDF form attached separately in financial cover -2. The Service Charge Percent is to be mentioned 1% and Above. Bidder should not quote 0.00 , (-) ve Charges as well as in Paisa or Rupee that will not be considered, Too lower or too higher quotations for financial bid will not be accepted. It is the discretionary powers of undersigned.
2. **Opening of tender:** Tenderer may remain present personally or may depute representative with letter of introduction at the time of opening of tenders. **Place of tender opening: Office of Divisional Joint Director of Agriculture Latur, Division, Latur, on date 03.08.2021 at 12.00 hrs.**
3. **The right to reject all or any one of tenders is reserved by the Indenting Officer without giving any reason. The Indenting Officer, Divisional Joint. Director of Latur, Division, Latur. does not bind himself to accept the lowest tender and reserves the right to accept in whole or part of the tender or portion of the quantity offered.**
4. The Security deposit of Rs. 300000- (Rupees three lakhs only) of the divisions should be paid in the form of performance bank guarantee issued in favor of "**Account Officer, Divisional Joint Director of Agriculture, Latur Division latur, payable at Latur.**" This security deposit will be forfeited if the tenderer fails to supply manpower according to the terms and conditions mentioned in the tender.
5. The technical evaluation committee will examine the eligibility of the agencies as per the tender specifications.
6. Subsequently, the Technical evaluation committee would examine the technical details and may ask the Agencies for additional information and presentation of their support services .On request from the technical evaluation committee. The agencies will submit additional information and arrange for the presentation within the time limit set by Technical evaluation committee; the decision on time limit decided by Technical evaluation committee will be final.
7. **In case two or more agencies quote the same value in financial bid, the agency with the highest total turnover and experience for last three years will be take ups L-1/2021.**

If action stipulated above is taken.

In case of non-supply and/or delayed supply against an order placed with the tenderer, the Indenting Officer, Divisional Joint Director of Agriculture Latur, Division Latur reserves to himself the right to impose such penalty of rupees equal to make alternate arrangement for the same on tenderer.

Format - A- Turnover of last three years

| Sr.No. | Year | Turnover in Rs. Lac |
|--------|---------|---------------------|
| 1 | 2018-19 | |
| 2 | 2019-20 | |
| 3 | 2020-21 | |
| | Total | |

Name and signature of tenderer
Along with seal

Name and Signature of the chartered Accountant
Along with seal

Format - B Details of manpower supplied in last three year

| Sr. No. | Name of the organization and address | Man power supplied to | | | Quantity of manpower supplied | | | Performance of tender (Attached experience certificate) |
|---------|--------------------------------------|-----------------------|----|------------------------|-------------------------------|-----------|-------|---|
| | | Period of work | | Total period in months | Skilled | Unskilled | Total | |
| | | From | To | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Name and signature of tenderer
Along with seal

Format -C
Manpower supply Agency / Tender profile

TECHNICAL DETAILS

- A) Name of the Agency
 B) B) Incorporated as in year (State Registered Firm, Co-operative Society or Partnership firm)
 C) Whether any Legal/Arbitration proceeding is instituted against the agency or the Agency has lodged any claim in connection with works carried out by them, in the last three years. If yes, please give details.
 D) Whether the Agency complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No.

| Sr. No. | Caption | Response |
|---------|-----------------------------|-------------------------------|
| 1 | Name of the Top Executive: | |
| 2 | Full Address: | |
| 3 | Year when set up: | |
| 4 | Telephone Numbers: | Mobile: Landline: |
| 5 | Email-address | |
| 6 | Office strength in numbers: | Technical: Administrative: |
| 7 | Service Tax No.: | |
| 8 | PAN No.: | |
| 9 | EPFO Registration No.: | |
| 10 | PTEC/PTRC No. | |
| 11 | ESIC Registration No.: | |
| 12 | Website Address: | |

Information for each of the above items may be furnished for consideration of the bid. Verify the information by a visit to the agency office Submission of false information may lead to rejection of the bid and forfeiture of EMD.

Signature

Date:

Name

Place

Seal.

Format - D

Pre- Bid Queries Format

Name of the Supplier:

Department Name:

Tender Ref. No.:

Tender Name :

Due date:

| Sr. No. | Tender draft page No. | Tender draft clause No. | Clause Title | Queries Clarification | Justification by Bidder |
|----------------|------------------------------|--------------------------------|---------------------|------------------------------|--------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

TERMS AND CONDITION OF BIDDING PROCESS

i) Erasures or Alterations and Signing of Tender Offers

The original and a copy of the tender Offer be typed or written in ink and shall be signed by the Bidder or a person duly authorized in writing to bind the Bidder to the Contract. Such authorization shall be indicated by power of attorney on a stamp paper accompanying the tender offer. All pages of the Tender Offer except for unamended printed literature shall be the person or persons signing the Tender Offer. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

ii) Completeness of Technical Offer.

Technical details must be completely filled up. Filling up of the Technical Details Form using terms such as "OK" "accepted" "noted" is not acceptable. The Divisional Joint Director of Agriculture Latur Division Latur shall treat offers not adhering to these guidelines as unacceptable.

iii) Fixed Price

The Financial Offer shall be on a fixed price basic inclusive of all taxes. No price variation should be asked for relating to increase in manpower cost taxes, price variation, etc. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance" etc will be treated as being at variance and shall be liable for rejection.

iv) Information about Bid Process

For the smooth bid process the information regarding bid process shall be displayed only on website as and when required. All the prospective bidders are suggested to take cognizance of the same.

v) Submission of Tender Offers

Tender offers shall be uploaded on or **before 18.00 hrs. on 29.07.2021**, the Divisional Joint Director of Agriculture, Latur division Latur may at his discretion extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the purchase and tender previously subject to the deadline will thereafter be subject to the deadline as extended Offers received through Email Telex, Fax, cable will be rejected.

vi) Late Tender Offers.

Any tender offers received by the agencies after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

vii) Validity of Bids

All the bids must be valid for a period from the date of tender opening for placing the initial **order to 31.08.2022**. However, the rates should be valid for initial /extended period of empanelment. No request will be considered for price revision during the contract period. If necessary the work done by agency if found satisfactory, Divisional Joint Director of Agriculture Latur Division, Latur shall see extension in the bid validity period beyond one year.

viii) Opening of Bids

The bids will be opened in the presence of representatives of bidders **on 03.08.2021 at 12.00 hrs**. Only one representative per bidder shall be permitted to attend along with the Letter of Authority. Technical Bid will be opened then it will be handed over to the duly constituted Tender Evaluation Committee (TEC) for evaluation. The Financial details of technically qualified bids shall be opened in the presence of bidders representatives (only one per bidder) on a date and time duly notified.

ix) Evaluation of Bids

Evaluations of all bids will be done by a duly constituted Tender Evaluation Committee (TEC). The two - stage selection procedure shall be adopted for evaluation of the bids.

a) Preliminary Scrutiny

- i) The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the agencies not satisfying the eligibility criteria shall be rejected and no further evaluation of such bids will be done.
- ii) Prior to the detailed evaluation Divisional Joint Director of Agriculture Latur Division, Latur will determine the substantial responsiveness of each offer to the bid document. For purpose of this Clause a substantially responsive bid is one which is in conformity with all the terms and condition of the Tender Documents without any material deviations.
- iii) Divisional Joint Director of Agriculture Latur Division, Latur reserves the right to waive any minor infirmity or irregularity in a bid if it is in the interest of the organization. The decision of Divisional Joint Director of Agriculture Latur Division, Latur in this regards shall be final and binding on all bidders .
- iv) Divisional Joint Director of Agriculture Latur Division, Latur will not accept conditional bids.
- v) Divisional Joint Director of Agriculture Latur Division, Latur reserves the right to accept or reject any tender offer and to annul the tendering process and reject all tenders at any time prior to award of contract without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Divisional Joint Director of Agriculture Latur Division, Latur.

b) Technical Evaluation

- i) For the agencies which meet the pre-qualification criteria the TEC would examine the technical details and may ask for additional supporting information from the bidders if required. No new information can be submitted as original bid. On request from the TEC, the bidding agencies may have to produce additional supporting information. To speed up the tender process Divisional Joint Director of Agriculture Latur Division Latur at its discretion may ask for any technical clarification to be submitted by means of email djdalatur@rediffmail.com by the bidder. In such cases original copy of the describing the technical clarification must be sent to Divisional Joint Director of Agriculture Latur Division, Latur by means of courier / in person.

The time limit in which the bidder additional information shall be decided by the TEC and its decision shall be final in this regard Bids of the agencies failing to adhere to the specified time limit shall be rejected.

- ii) Divisional Joint Director of Agriculture Latur Division, Latur reserves the right to interview the proposed managerial staff before technically qualifying the agency if required. In such case this proposed managerial staff will have to be present in front of the TEC at Latur on an earliest convenient date.

c) Financial Bid Evaluation (FBV)

- i) Financial Bids of only the technically qualified bidders will be considered.
- ii) A Tender Evaluation Committee (TEC) would scrutinize the financial bid. The bids found lacking in strict compliance to the financial bid format shall be rejected.
- iii) The bidders have to quote financial bid in **percent** of total payment made per month to the manpower specified. If there is a discrepancy between words and figures the amount in words shall prevail and be valid.

iv) Financial bid has to be mentioned as percent up to two decimal figures only. If mentioned in more than two decimals it will be rounded to two decimal values. If digit in third decimal place is five or more than five it will be deleted and digit in second decimal place will be increased by one and if digit in third decimal place is less than five it will be deleted and digit in second decimal place will remain unchanged.

v) The quoted Lowest Percent value by the bidder will be considered as L-1/2021

d) Award of Contract.

i) Selected bidder will have to complete contract formalities within five days as mentioned. In case the selected bidder does not respond or is unable to complete formalities the EMD will be forfeited and name of the bidder will be conveyed to the registering department of state or central government.

In such case next lower bidder will be given offer in writing and will have to complete formalities as mentioned above. In such a manner Divisional Joint Director Of Agriculture Latur Division, Latur may give offer to second or third bidder is reserved with the Divisional Joint Director Of Agriculture Latur Division, Latur

ii) Service Tax at prevailing rates shall be payable by Divisional Joint Director Of Agriculture Latur Division, Latur On Production of documents of its submission with the concerned authority.

iii) TDS will be deducted as per prevailing Income Tax Laws And certificate to this effect shall be provided to the agency By Divisional Joint Director Latur Division, Latur. The responsibility of paying the service Tax as per prevailing Rates and as claimed in the bill amount, will be of the agency.

iv) The agency should be registered with the concerned Govt. authorities, and a copy of the registration may be submitted.

v) In case, the Manpower supplier agencies fails to comply with any statutory/Taxation liability under appropriate law, and as a result there of Divisional Joint Director Of Agriculture Latur Division, Latur is put to any loss / obligation, Monitoring or otherwise, the Divisional Joint Director Latur Division, Latur will be entitled to get itself reimbursed out of the outstanding bills / performance security to the extent of the loss or obligation in monetary terms.

vi) If Divisional Joint Director of Agriculture Latur Division, Latur reserves the right to withdraw / relax any of the terms and conditions mentioned above as per existing or new policy of either state or central government so as to overcome such problem.

Award Criteria

i) Divisional Joint Director of Agriculture Latur Division, Latur shall give letter of award to the selected bidder for providing Manpower.

ii) On written communication from Divisional Joint Director of Agriculture Latur Division, Latur the selected bidder shall sign the contract within the five days of such communications. Failing which the offer shall be treated as withdrawn and EMD forfeited.

iii) The selected bidder shall give security deposit of Rs.3.00 lakh in the form of **Performance Bank Guarantee as per Annexure-III**, from a Nationalized Bank or Scheduled Commercial bank for the duration of the contract / extended period .If any in favor of Account Officer, Divisional Joint Director of Agriculture Latur Division, Latur. On receipt of Bank Guarantee towards security deposit the EMD of other bidders will be returned without any interest.

iv) Divisional Joint Director of Agriculture Latur Division, Latur will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found up to the mark.

v) It may be noted that most of the manpower requirement is project based and actual number will depend on the policies taken time to time. Divisional Joint Director of Agriculture Latur Division,

Latur reserves the right to increase or decrease the required and shall communicate to manpower supplier agency.

General Terms and Conditions applicable to Tender for Supply of Manpower in the Division:-

1. Sealed Tenders are invited from registered/licensed manpower supplier (Labour Contractor).
2. The manpower supplier firm whose tender will approve should have to produce license for respective district under Contract Labour (Regulation and Abolition) Act, 1970 (if no. of labours required for concerned district is more than 50) within fifteen days of approval of tender.
3. The Divisional Joint Director of Agriculture, Latur requires manpower on monthly wages basis **(details enclosed in Annexure-I)** for **Years 2021-22** as per guidelines of Scheme from manpower supplier (Labour Contractor).
4. Interested manpower supplier may quote their service charges in percentage for engaging manpower in varies scheme guidelines, on monthly wages, The manpower Supplier should deduct HRA, EPF, ESI, service tax, leave encashment, bonus etc. As per the labour laws from concern and should be remitted to the concerned department. Before quoting the rates look after the detailed tender for place of working, duties and responsibilities of various post **(details enclosed in Annexure -A,B & C)** All the liabilities of supplied manpower directly or indirectly will be sole responsibility of the manpower supplier.
5. **The Services Charges will be primary criteria for evaluation of financial bid.(Annexure -I)**
6. **Cost of tender form is Rs.1000/- (Rupees One Thousand only) nonrefundable.**
7. Tender without earnest money Deposit 1 % of the total tender value will not be accepted. If participated tenderer withdraw his tender at any stage of tendering process his EMD will be forfeited.
8. **The contract period of various posts is mentioned in Annexure A,B,& D However, Divisional Joint Director of Agriculture, Latur Reserved rights to increase or decrease the actual number of posts as per requirement. May decide the actual numbers as per requirements.**
9. The manpower supplier must fulfill all conditions required under Contract Labour Act for which the manpower supplier have to submit details of manpower supplied in the last three year.
10. The manpower supplier shall be governed by the laws of India and interpretations in accordance with such laws.
11. Manpower supplier should have EPF account number, ESI (wherever is applicable) account number/ policy number under Workmen's Compensation Act,, professional tax, service tax registration code number and should have to submit true copies of the same with tender.
12. Turn over for the last Three years of the contractor should be duly certified by the Chartered Accountant.
13. The manpower supplier should have experience of at least Three years to supply the manpower to the Government/Semi government Institutions or reputed organizations for the various jobs.
14. The manpower supplier shall have to furnish a performance bank guarantee Rs. 300000- (Rupees Three lakhs only) for latur division before awarding of contract refundable after successful execution/completion of the contract and verification of necessary documents under terms and condition no. 16 of the tender. The earnest money deposited by successful bidder shall only be refunded after he has furnished performance bank guarantee. The said bank guarantee should be in favors of Account Officer, Divisional Joint Director of Agriculture. Latur Division, Latur
15. The payment (s) to be made to the contractor are subject to deduction of tax(s) Cesslivable by any Government as per rules from time to time and will be made after the completion of every month on doing the assigned work.

16. The contractor shall abide by all the Labour Laws (PF, Income Tax, Service Tax, Professional Tax or any other extra taxes levied by the Government) Companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defied herein, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve the Govt. in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.
17. The manpower supplier should have to kept separate records of payments given to their employees. He should have to keep Muster roll cum wage register as per the Bombay shop and Establishment Act 1948. He should have to deposit statutory amount payable to employee through challen in the respective month as per Labour Acts. e.g. HRA, EPF, ESI/ policy amount under Workmen's Compensation Act, service tax, leave compensation, bonus, Professional tax etc. and true copies of the same, muster roll cum wage register as per the Bombay shop and Establishment Act 1948 and other information should be made available to the respective District Superintendent Agriculture Officer and Divisional Joint Director of Agriculture. Also, the same should be made available to Commissionerate of Agriculture as and when demanded.
18. The manpower supplier shall submit two separate bills to the respective District Superintendent Agriculture Officer, one of wages of employees and other of their service charges along with employee attendance sheet, true copy of muster roll cum wage register as per the Bombay shop and Establishment Act 1948 up to first day of the every month. Beside these bills he shall submit true copies of challen (previous month) by which amount mentioned in the item No. 17 and 18 deposited in the Govt. treasury. District Superintendent Agriculture Officer after verifying the employee attendance sheet, muster roll cum wage register as per the Bombay shop and Establishment Act 1948. Payment to the manpower supplier up to 10th day of every month. **The manpower supplier should have to deposit statutory amount payable to employee as per Labour Acts i.e. HRA, EPF, ESI/ policy amount under Workmen's Compensation Act, service tax, leave compensation, bonus, Professional tax etc. through separate challen for Various Schemes.**
19. **The manpower supplier shall make the payment to the supplied manpower by depositing payment in their bank account.**
20. In case of disputes for nonpayment of wages to the supplied manpower or any other disputes the payment due to the manpower supplier can be withheld till settlement of the disputes by the Divisional Joint Director of Agriculture or on the orders of competent authority.
21. The manpower supplier will sole responsible for any dispute of manpower supplied and the manpower so provided shall be employee of the manpower supplier only. **They will not be related to Government service in any way and they will not have any rights to claim for regularizing their services from the Government.** The manpower supplier should have to intimate the same in written to the manpower.
22. The manpower supplier shall be responsible for all injuries and accidents to persons employed by him. The workmen shall be insured against personal accidents arising out of and during the course of their duties.
23. In the event of injury, illness or mis-happening to any worker, the manpower supplier will be liable to pay any compensation. The insurance cover shall include the liability under the ESI/workmen's Compensation Act.
24. **If required**, the supplied manpower will wear proper uniform as approved by the Divisional Joint Director of Agriculture with name plate to be provided by the manpower supplier, failing which wages of that day will be deducted.
25. The manpower supplier shall maintain all necessary registers (prescribed under different Labour Acts), a daily attendance register including the number and names of the workers engaged for works as per scope of the contract.

26. The manpower supplier should make suitable arrangement for supervision of the manpower supplied and other related works.
27. The manpower supplier must make arrangement of office along with all facilities at Latur head quarter.
28. Man power supplied by manpower supplier firm will be selected by judging their competence by a committee under the chairmanship of Divisional Joint Director of Agriculture, Latur. The manpower supplier should have to keep ready the manpower as per the ratio of 1:3 (three man power for a single post). The manpower supplier will have to replace particular employee in case of complaints from the controlling/supervising authority of Agril. Dept. Government of Maharashtra on same the remuneration of the concern Supplied Manpower.
29. The manpower supplier shall maintain a complaint book, which should be made available in his Camp Office.
30. The manpower supplier shall have to engage the required number of manpower and in case required number is not available on any day, Divisional Joint Director of Agriculture can impose penalty of rupees equal to make alternate arrangement for the same on manpower supplier.
31. The contractor will not be allowed to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 60 days failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement until the new contract is assigned to the other party.
32. If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of manpower despite Divisional Joint Director of Agriculture having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
33. If case of any damage or loss caused to the Divisional Joint Director of Agriculture property by the manpower supplied, the value shall be fixed by appointing arbitrator which includes Divisional Joint Director of Agriculture, Superintendent Agriculture Officer from the office of Divisional Joint Director of Agriculture, two District Superintendent Agriculture Officer from the division, Account Officer from the Divisional Joint Director of Agriculture and concerned Subject Specialist. It must be ensured by the manpower supplier firm before competent authority of Agril. Dept. by submitting an affidavit on non-judicial paper of Rs.100/- (Rs. Hundred only) that same shall be compensated within two months from the manpower supplier, failing which the necessary action will be undertaken as per the obtainable laws.
34. The loss caused to the Govt. on account of negligence/derelection of duties by the employees of the manpower supplier firm, shall be established after a joint inquiry comprising the representatives of the Divisional Joint Director of Agriculture then manpower supplier, and the Divisional Joint Director of Agriculture shall be within its right to make it good from the manpower supplier.
35. The required strength of manpower under various categories is indicative only. However the deployment shall be as per actual requirement to be decided in consultation with the manpower supplier firm.
36. Manpower supplied by the company should be physically fit to perform the duties.
37. As per Govt. Resolution, Employment and Self Employment Department No. Roswaro-2002/Pra.Kra.267/ Roswaro-1, dated 17th Aug. 2002 and Agriculture, Animal Husbandry, Dairy Development and Fisheries Department Circular No. Rojgar-1004/ Pra.Kra. 79/ 13- A, dated 18th Aug. 2005, exemption in earnest money and experience may be given to unemployed Agricultural service cooperative societies/ Lokseva Kendra. Whereas, other terms and conditions will compulsorily binding to them. (Registration certificate under Maharashtra state cooperative societies Act,1960 and Rules 1961 required to be submitted with tender)
38. Notwithstanding the above, the Divisional Joint Director of Agriculture reserves the right to accept or reject any tender or annul the tender process and reject all tenders at any time prior to

award of the contract, without assigning any reason, whatsoever and without incurring any liability or obligation, whatsoever to the affected quoter or quoters.

39. Manpower Supplier will have to make service agreement with Divisional Joint Director of Agriculture, Latur concerned District Superintendent Agriculture officers and Sub Divisional Agriculture officers regarding acceptance of terms and conditions on non-judicial paper of Rs.1000/- (Rs. One Thousand only).

40. Payment Terms:-

41. a. The payments to the agencies will be made on the basis of Monthly Basic (as per attachment sheet of supplied manpower) of the services provided at District Superintending Agriculture officer, Latur, Osmanabad, Nanded, Parbhani, Hingoli, And Technical Officer, Dist. Soil Testing Laboratory, Latur, Osmanabad, Nanded, and Parbhani Location in the defined.

b. All payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income -Tax Act. 1961, Penalty for late payment and other taxes if any as per rules.

c. The agency will ensure disbursement of all salaries by 15th of the succeeding month enclosing therewith.

d. Copies of the satisfactory performance certificate from the project head/users authorized representative needs to be submitted.

ii. A copy of the appointment letter issued to the deployed professionals along with the first bill for claiming reimbursements for the service provided to Divisional Joint Director of Agriculture, Latur, and concerned offices.

iii. Proof of payment in the form of acquaintance roll, duly signed with the individuals concerned for the local staff of proof of dispatch of draft or proof and amount paid to the outstation individuals.

iv. Statements showing submission of Employment Provident Fund etc. Contributions, for the deployed staff with their names, with the statutory authorities wherever applicable.

District Superintending officer, Latur, Osmanabad, Nanded, Parbhani, Hingoli, will not receive bills beyond 25th day of the succeeding month for the salary disbursement of previous month e.g. the bill for October can be submitted only by 25th November. Therefore, it is in the interest of empanelled bidder to disburse the salaries by 15 days of each month and submit bills to District Superintending Agriculture officer, Latur, Osmanabad, Nanded, Parbhani, Hingoli, by 25th day of every month. The payment will be made within 30 days of submission of complete documents.

42. Manpower supplier should produce all the original documents at the time of bid opening.

43. Manpower supplier should produce all the original document at the time of bid opening.

44. Recruitment or Supply of Manpower is being done on contract basis for more than 45 days As per the reservation act 2004 (Sr.No.-3(1) (4) SC,ST,NT,SBC and OBC candidate should be supplied by concerned manpower supplier as per demand of Divisional Joint Director of Agriculture Latur Division Latur

45. Security : The engaged personnel shall not divulge or disclose to any person any details of office, operational process, technical knowhow, security arrangements administrative /organization matters as all are of confidential/ secret nature. The person concerned shall be liable for penal action under IPC, Cr. P.C. or any other relevant provision besides, action for breach of contract.

46. Indemnity

The agency will identify Divisional Joint Director of Agriculture Latur Division Latur and offices under Divisional Joint Director of Agriculture Latur Division Latur of all legal obligations of its professionals deployed for Division.

47. Providing Services / Support

I) The agency will insured that service charges /salaries are given to the deployed professionals in time.

II) The agency personnel shall be used for providing services/support as specified by Divisional Joint Director of Agriculture, Latur Division Latur. In case any personnel of the agency is found engaged in doing any work other than the above or found not useful for the Scheme, the agency shall withdraw him /her from service & arrange for replacement immediately at their own cost.

III) The agency shall be responsible for any damaged to equipment, property & third party liabilities caused by acts on his part of/on part of its deployed manpower at offices under Divisional Joint Director of Agriculture, Latur Division Latur premises all equipment shall be used only for the purpose of carrying out legitimate business of offices under Divisional Joint Director of Agriculture, Latur Division Latur organization and shall not be put into any other use.

iv) The agency stands absolved for any liability on account of death or injury unstained by the concerned staff during performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

v) The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the user's problems. The agency shall verify the character antecedents before deploying any person at offices under Divisional Joint Director of Agriculture, Latur Division Latur.

vi) Any extra expenditure for getting work done from other agencies / open market due to the failure of the agency to provide support within the scheduled time as mentioned in the order will be recovered from the agency through security deposit or pending bills or other dues if any or by raising claims.

vii) Divisional Joint Director of Agriculture, Latur Division Latur reserves right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of Divisional Joint Director of Agriculture, Latur Division Latur will be final in this regard.

viii) The agency and manpower used to provide services / support shall not develop any direct relationship with user/ Divisional Joint Director of Agriculture, Latur Division Latur and officer under Divisional Joint Director of Agriculture, Latur Division Latur without obtaining prior written permission from Divisional Joint Director of Agriculture, Latur Division Latur for similar services.

ix) It shall be responsibility of agency to provide selected manpower to join within one week of placing the work order by Divisional Joint Director of Agriculture, Latur Division Latur. A penalty of Rs. 50 per day/per candidate will be charged for every day in delay in deployment of required resources. In case agency fails to provide candidates for four weeks for Divisional Joint Director of Agriculture, Latur Division Latur, the contract to agency will be terminated and security Deposit will be forfeited. Also work got done from alternate sources at the risk and cost of the defaulting agency.

x) In case of manpower the agency shall have to provide immediate replacement for the deployed manpower if the Divisional Joint Director of Agriculture, Latur Division Latur or offices under Divisional Joint Director of Agriculture, Latur Division Latur is not satisfied with his/her performance.

xi) Medical or other allowances to the staff deployed will not be borne by Divisional Joint Director of Agriculture, Latur Division Latur or offices under Divisional Joint Director of Agriculture, Latur Division Latur it will be the responsibility of the agency.

xii) For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details /information to Divisional Joint Director of Agriculture ,Latur Division Latur as and when required.

xiii) The agency shall issue order/letter to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-Card on their person at their respective places of work.

Xiv) Period of Contract. - Under the normal circumstances the contract shall be valid for contracted period of one year from date of issue of work order. However contract may be extended for further period of one year. If the work done by contractor is found satisfactory and agreed by the contractor and Divisional Joint Director of Agriculture, Latur Division Latur on the same rate, terms and conditions after ensuring competitiveness of the rates. Agency should not refuse such extension.

xv) Quantity :- It should be clearly noted that Divisional Joint Director of Agriculture ,Latur Division Latur shall place the order only as per the actual requirement from time to time.

xvi) Duty Hours; - Normal Duty Hours as per Divisional Joint Director of Agriculture, Latur Division Latur rules. However, in case of emergency, duty hours may vary as per direction of the controlling officers.

xvii) Reporting place; - Divisional Joint Director of Agriculture, Latur Division Latur or any other places as informed by them.

xviii) In case of any accident /injury/death caused to the hired staff, all the claims arising out of it shall be met by the agency /contractor.

xix) In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.

xx) The contractual staff must observe all the etiquette and protocol while performing the duty.

xxi) The hired Manpower will be bound to carry out the instructions of the designated officer, Divisional Joint Director of Agriculture, Latur Division Latur as well as of the officers assigned for the any specific job.

xxii) A daily record indicating time and signature for attendance of each manpower will be maintained at concerned offices under Divisional Joint Director of Agriculture, Latur Division Latur.

xxiii) Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in the case of any additional manpower hired by this office for its use. Contractor cannot charge separately for additional manpower hired from them.

48. Liability of the Agency

i) The agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, employees salary, service tax, TDS wages allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in the Divisional Joint Director of Agriculture, Latur Division Latur shall have no

liability in this regard. The agency shall comply with all representations, grievances of the employees deployed by them at the Divisional Joint Director of Agriculture, Latur Division Latur.

ii) The Divisional Joint Director of Agriculture, Latur Division Latur shall remit the salary of the manpower at actual to the agency / contractor in consolidated amount on the basis of Bill raised by the agency/contractor. In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed under the Divisional Joint Director of Agriculture, Latur Division Latur at various places in time.

iii) For all purposes the agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the agency under the Divisional Joint Director of Agriculture, Latur Division Latur shall not have any claims whatsoever like employer and employee relationship against, the Divisional Joint Director of Agriculture, Latur Division Latur.

iv) The agency shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.

v) The agency shall be responsible for recruitment of personnel and the personnel engaged by him shall be under direct control/supervision of office(s) of the Divisional Joint Director of Agriculture, Latur Division Latur.

vi) The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.

vii) The agency shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office.

viii) In case of any theft or loss of property due to negligence or carelessness of personnel, agency will be fully responsible and agency will have to make good of the losses so insures to the Divisional Joint Director of Agriculture, Latur Division Latur otherwise the same will be deducted from the security deposit or from the payment.

ix) The agency shall be contactable at all times and messages sent by email/fax/special messenger from the Divisional Joint Director of Agriculture, Latur Division Latur to the manpower supplier agency shall be acknowledged immediately on receipt on the same day.

49. Responsibility of the Agency

i) The agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the "The Divisional Joint Director of Agriculture, Latur Division Latur

ii) The agency is solely responsible for any accident/medical/health related liability for the personnel deployed by agency at the Divisional Joint Director of Agriculture, Latur Division Latur shall have no liability in this regard. The manpower supplier agency shall be solely responsible for the redressed of grievances/resolution of disputes relating to persons deployed.

iii) The agency shall deploy staff as per education, qualification and experience given in the tender notice / as informed by the Divisional Joint Director of Agriculture, Latur Division Latur. The agency shall provide necessary undertaking and documentary evidence in this regard

iv) If the agency wishes to replace any of the personnel the same shall be done with prior concurrence of the Divisional Joint Director of Agriculture, Latur Division Latur at Agency's own cost.

v) The agency shall be bound by the details and documents as furnished by him to the Divisional Joint Director of Agriculture, Latur Division Latur while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him liable for action.

vi) The Agency also agrees to comply with Terms and Conditions and Agreement shall be final and binding on the Agency.

50. Duties of the Agency

i) The character and antecedents of such personnel of the manpower supplier agency will be got verified by the manpower supplier agency before their deployment and a certification to his effect submitted to the Divisional Joint Director of Agriculture, Latur Division Latur. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the Divisional Joint Director of Agriculture, Latur Division Latur along with testimonials before they are actually deployed for the job.

ii) The agency shall ensure that the personnel deployed are healthy and not more than prescribed age.

iii) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the VWDA.

iv) The District Superintending officer of Agriculture, Latur, Osmanabad, Nanded, Parbhani and Hingoli and other offices shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The officials shall submit same to the agency an attested photocopy of the attendance record and enclose the same with the monthly bill on or before 5th day of respective month.

vi) No leave of any kind to the personnel shall be sanctioned by the Divisional Joint Director of Agriculture, Latur Division Latur authority. The agency shall be liable to make substitute arrangements in case of the absence of the personnel.

vii) The person engaged by the manpower supplier agency shall be the employee of the manpower supplier agency and it shall be the duty of the manpower supplier agency to pay their salary every month. The Transportation, food, medical and other statutory requirements in respect of each personnel of the manpower supplier agency will be the responsibility of the manpower supplier agency. Further that the said employee of the manpower supplier agency shall not claim any absorption at any cadre in the Divisional Joint Director of Agriculture, Latur Division Latur

viii) Salary of the engaged person by agency should not be less than prescribed Salary. and in case of employee the wages paid to the outsourced person/deployed person by the agency should not be less than the minimum wages prescribed by the relevant acts/rules regulation in this regards.

51. Role of deployed Personnel

i) The personnel provided by the agency will not claim to become the employees of the Divisional Joint Director of Agriculture, Latur Division Latur and there will be no Employee and Employees relationship between the personal engage by the agency for deployment under the Divisional Joint Director of Agriculture, Latur Division Latur.

ii) The day-to-day functioning of the service shall be carried out by the deployed persons in consultation with and direction of the Officer(s) of the Divisional Joint Director of Agriculture, Latur Division Latur Proposals for efficient functioning of the personnel shall be

discussed considered and implemented from by the agency with approval of the Divisional Joint Director of Agriculture, Latur Division Latur.

iii) The agency shall ensure good behavior from personnel's on duty with the Concerned office establishment. They shall abstain from taking part in any staff union and association activities. The Divisional Joint Director of Agriculture, Latur Division Latur shall not be liable to provide any residential accommodation to the personnel.

iv) The personnel engaged by the agency will be bound to observe all instructions. Issued by the Divisional Joint Director of Agriculture, Latur Division Latur authority concerning general discipline and behavior.

v) In case the personnel engaged by the agency commit any act of omission or commission constituting miss-conduct or indiscipline, the agency shall be able and responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service, removal from the concerned office premises/campus or police prosecution.

vi) In case of the termination of this contract/agreement on its expiry or otherwise, the personnel engaged and deployed /deputed by the agency, will not be entitled to and will not claim any absorption in the Regular or otherwise service of Government.

vii) The agency has to provide the photo identity card to the persons employed by him/her during the office hours. These cards are to be constantly displayed & their loss report immediately.

viii) The agency shall provide substitute immediately any of its personnel upon receiving written notice from office, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.

ix) The agency personal's working should be polite, cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of this office. The manpower supplier agency shall be responsible for any act of indiscipline on the part of employee deployed by him. The manpower supplier agency shall ensure proper conduct of this employee in office premises.

x) The person deployed shall not claim any master & servant relationship against this office.

xi) Deployed personnel are entitled to one day leave per month.

52. Right of the Divisional Joint Director of Agriculture, Latur Division Latur

53. i) Decision of the Divisional Joint Director of Agriculture, Latur Division Latur in regard to interpretation of the terms and conditions of the Agreement shall be final and binding on the agency.

ii) In case of any dispute between the agency and the Divisional Joint Director of Agriculture, Latur Division Latur shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Latur.

ii) Estimated number of personnel is subject to reasonable change at the discretion of the competent authority at the Divisional Joint Director of Agriculture, Latur Division Latur.

iv) The Divisional Joint Director of Agriculture, Latur Division Latur may check and ensure that the personnel engaged by the manpower supplier at no point of time, will be paid less than the employee of the manpower supplier agency prescribed in Annexure-I and minimum rates of wages as prescribed and revised for time to time by state/ Central Govt. Labour department under minimum wages Act as the case may be.

v) The Divisional Joint Director of Agriculture, Latur Division Latur authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of

the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required legal formality.

vi) The Divisional Joint Director of Agriculture, Latur Division Latur has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing. The Divisional Joint Director of Agriculture, Latur Division Latur shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of one year or for a shorter period until such time as a new agency takes over in the event of Divisional Joint Director of Agriculture, Latur Division Latur resorting to the process of appointing a fresh contractor/agency.

vii) In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the contract /agreement then the same shall be referred to the binding upon both the parties. However, all matters jurisdiction shall be at the local courts located at Latur

viii) The Divisional Joint Director of Agriculture, Latur Division Latur shall not be liable for any loss damage theft, burglary or robbery of any personal belongings equipment or vehicles of the personal of the Manpower Supplier Agency.

54. Dealing Offence / Loss etc...

i) In case of any theft or pilferages, loss or other offence the agency will investigate and submit a report to The Divisional Joint Director of Agriculture, Latur Division Latur and maintain liaison with the police FIR will be lodged by The Divisional Joint Director of Agriculture, Latur Division Latur. Wherever necessary If need be joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.

ii) In case of any loss that might be caused to The Divisional Joint Director of Agriculture, Latur Division Latur due to lapse on the part of the personnel discharging duties & responsibility will be borne by the Agency and in this connection , The Divisional Joint Director of Agriculture, Latur Division Latur shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the Divisional Joint Director of Agriculture, Latur Division Latur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor The Divisional Joint Director of Agriculture, Latur Division Latur shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

iii)In case the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, The Divisional Joint Director of Agriculture, Latur Division Latur shall deduct the requisite amount at the pro-rata from the bill of the agency besides imposition of penalty for non-observance of the terms of contract

iv)In case of breach of any of the terms of agreement the performance security deposit of the agency shall be forfeited by The Divisional Joint Director of Agriculture, Latur Division Latur in addition the contract / Agreement will also be terminated. Any sum of money due to The Divisional Joint Director of Agriculture, Latur Division Latur including the security deposit refundable to him under the contract can be appropriated by The Divisional Joint Director of Agriculture, Latur Division Latur against any amount which the agency may owe to The Divisional Joint Director of Agriculture, Latur Divisional Latur.

55. Termination for Insolvency & default

Termination for Insolvency

The Divisional Joint Director Of Agriculture, Latur Division Latur may at any time terminate the work order/contract by giving written notice of One month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

Termination for Default

i) Default is said to have occurred

a) If the agency fails to any extension thereof granted by The Divisional Joint Director Of Agriculture, Latur Division Latur

b) If the agency fails to perform any other obligation (s) under the contract /work order.

ii) If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from The Divisional Joint Director Of Agriculture, Latur Division Latur (or takes longer period in spite of what Divisional Joint Director Of Agriculture, Latur may authorize in writing), Divisional Joint Director Of Agriculture, Latur Division Latur may terminate the contract /work order in whole or in part in addition to above, The Divisional Joint Director Of Agriculture, Latur Division Latur may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and defaulting agency shall be liable to compensate. The Divisional Joint Director Of Agriculture, Latur Division Latur for any extra expenditure involved toward support service to complete the scope of work totally.

56. Force Majeure

i) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by The Divisional Joint Director of Agriculture, Latur Division Latur.

a) War / hostilities.

b) Riot or Civil commotion.

c) Earthquake, flood, tempest, lightning or other natural physical disaster.

d) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

ii) The agency shall advise The Divisional Joint Director of Agriculture, Latur Division Latur in writing, duly certified by the local Chamber of commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, The Divisional Joint Director of Agriculture, Latur Division Latur reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

57. Arbitration

The Divisional Joint Director of Agriculture, Latur Division Latur and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or

the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by The Divisional Joint Director of Agriculture, Latur Division Latur. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in Latur.

Note :- All above General Terms and conditions applicable to Tender for supply of manpower in the Divisional Joint Director of Agriculture, Latur, are accepted by duly signed Tender form.

Place :

Date :

Seal & Signature of the Tenderer

(With Name and Address)

Annexure-(A)

Details of manpower Required

The manpower supplier may have to make available the manpower as indicated below:-

| S. N . | Name of Scheme/ Category | Approximate Requirement | | Minimum Qualification | Age in years | Remarks |
|--------|--|-------------------------|--------------|---|--------------|---|
| | | Tentative Period | No. of Posts | | | |
| 1 | National food Security Mission (Pulses)/ Dist Level Consultant | (9 months) | 5 | Post graduate in Agriculture | 21 to 45 | Extension work experience, Computer Knowledge |
| 2 | National food Security Mission Pulses)/ Technical assistant | (9 months) | 10 | Graduate in Agriculture | 21 to 45 | Extension work experience, Computer Knowledge |
| 3 | National Mission on Oilseeds and Oil Palm/ Technical assistant | (9 months) | 10 | Graduate in Agriculture, Horticulture, Agril.Engg, Forestry, Veterinary Science, Botany | 21 to 45 | 5 Years Field Experience in farming system or extension |
| 4 | Driver | (9 months) | 18 | Valid Driving License, | - | - |

Note:1.These numbers of posts, Working period and Schemes are tentative and may increase or decrease depends on timely requirement.

2. Candidate should be physically fit to perform the duties.

Sd/-

Indenting Officer

**Divisional Joint Director of Agriculture
Latur Division, Latur**

Annexure-B
District wise Details of manpower required

| Sr. No. | Name of Scheme | Name of post | Dist. wise Staff Requirment | | | | | | |
|---------|----------------|-----------------------|-----------------------------|-------|--------|----------|---------|----------|-------|
| | | | Latur | O,bad | Nanded | Parbhani | Hingoli | Division | Total |
| 1 | N.F.S.M. | Dist Level Consultant | 1 | 1 | 1 | 1 | 1 | 0 | 5 |
| 2 | N.F.S.M. | Technical assistant | 2 | 2 | 2 | 2 | 2 | 0 | 10 |
| 3 | NMOOP | Technical assistant | 2 | 2 | 2 | 2 | 2 | 0 | 10 |
| 4 | | Driver | 3 | 3 | 4 | 3 | 3 | 2 | 18 |

Note:-Recruitment or supply of Manpower is being done on contract basis for more than 45 days. As per the reservation act 2004 (Sr.No. -3(1)(4) Sc,St,NT,SBC, and OBC candidates should be supplied by concerned manpower Supplier as per demand of Divisional Joint Director Of Agriculture,Latur

Sd/-

Indenting Officer
Divisional Joint Director of Agriculture
Latur Division, Latur

Annexure-C
Post wise Payment Details

| Sr. No. | Name of Scheme | Name of post | Payment/Honorarium Rs Per Month |
|---------|----------------|-----------------------|---------------------------------|
| 1 | N.F.S.M. | Dist Level Consultant | 45000+2000+200=47200 |
| 2 | N.F.S.M. | Technical assistant | 30000+1500+150=31650 |
| 3 | NMOOP | Technical assistant | 30000+1500+150=31650 |
| 4 | | Driver | Approximately 14736 |

Sd/-
Indenting Officer
Divisional Joint Director of Agriculture
Latur Division, Latur

NOTE :

1. Difference in Minimum Wages and/or Special Allowance as declared by the Government along with other charges as mentioned above will be paid extra by the company after submission of the bill along with necessary documents.
2. Service charges and Service Tax will be paid by the company after submission of the bill
3. Service provider/ contractor should have to deposit same amount in bank account of respective labour in the same months as mentioned above and he should have to be submit these documents in respective office for compliance and verification.

Annexure - D

Duties and Responsibilities of manpower

1. District Consultant (NFSM):-

A, Duties and Responsibilities:-

1. Liaoning with KVK, and other Agril. Research organizations located in the Districts.
2. Collection and maintain ace of basic argil and allied statistics of the Districts
3. Planning and supervising conduction of field demonstration on FFS and reporting Yields, weather data to the mission director and state consultant.
4. Development of technical / Extension material for farmers in consultation with District Agril Officers and state consultant.
5. Assessing input requirement of the district for NFSM Programme
6. Training of District Extension staff in improved crop production practices with emphasis on mandated crops

B. Travelling _-

Rs.2000/- Convenience all ounce, Rs.200/- D.A. for 10 days in a month for travelling

Place and Posting :-

District Consultant will be posted in the office of District Superintending Agril Officer at Latur, Osmanabad, Nanded, Parbhani and Hingoli.

B. Period of Services :-- (From Date of Appointment to 6 Months)

2. District Technical Assistant (NFSM) :

A, Duties and Responsibilities:-

1. Conduction of Field Demonstration with the help of Panchayat level field extension functionaries.
2. Assisting consultant in performance of duties assigned to them of state/Dist. Level.
3. Monitoring of crop condition major incidence of insect/pest, Nutrient Deficiencies and reporting to the Dist, Consultant.

B. Travelling _Rs. 1500/- Convenience all ounce, Rs.150/- D.A. for 10 days in a month for travelling

Place and Posting :- District Technical Assistant will be posted in the office of District Superintending Agril Officer at Latur, Osmanabad, Nanded, Parbhani and Hingoli.

Period of Services :--(From Date of Appointment to 6 Months)

3. District Technical Assistant (NMOOP) :

A, Duties and Responsibilities:-

1. Conduction of Field Demonstration with the help of Panchayat level field extension functionaries.
2. Assisting consultant in performance of duties assigned to them of state/Dist. Level.
3. Monitoring of crop condition major incidence of insect/pest, Nutrient Deficiencies and reporting to the Dist, Consultant.

B. Travelling _Rs. 1500/- Convenience all ounce, Rs.150/- D.A. for 10 days in a month for travelling

Place and Posting: - District Technical Assistant will be posted in the office of District Superintending Agril Officer at Latur, Osmanabad, Nanded, Parbhani and Hingoli.

Period of Services :--(From Date of Appointment to 6 Months)

Annexure -I

Financial Bid _ Quotation in percent service Charges

Name & Address of the Bidder: -

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.....

.....

Service charges of manpower @ % (inwards.....)
.....

The Service charges quoted above are based on annexure -C

Place:-

Date:-

Seal

(Name & Signature)