

जोडपत्र "अ"/Annexure A

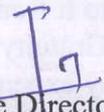
General Terms & Conditions for RFP regarding payment to the vendor for the Deployment of Contractual Manpower at Government Department.

1. After selection of the "outsourcing agency" as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the "Department" (Government Department/State Government PSU/Autonomous Body/Board formed by Act of State Government of Maharashtra) for the services rendered.
2. After signing of the agreement, the outsourcing agency shall deploy the competent manpower at the required office of Department or any other site mentioned by the Department. On rendering his/her services to the Department every month, the outsourcing agency shall pay the wages/salaries to the manpower resource by mode of e-payment directly in the account of the manpower resource. At the time of raising any invoice, the details of the previous month's payments done along with the reference to transaction details of RTGS/NEFT shall be attached along with the invoices. The contractor has to raise invoice with all supporting documents.
3. The outsourcing agency should make the payment to the deployed manpower through NEFT/RTGS Bank transfer only. All payment made to the manpower resources deployed shall be mandated through bank account of the personnel by the outsourcing agency.
4. The outsourcing agency shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Contract Labour, Provident Fund, ESIS, Gratuity, Bonus, leave & Professional Tax etc. Department shall not incur any liability for any expenditure whatsoever on the manpower resources deployed by the outsourcing agency on account of the obligation. The outsourcing agency shall be required to provide particulars of documentary proof/papers deposited to the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax of its manpower resources deployed under the agreement while submission of invoice.
5. The outsourcing agency shall pay the deployed manpower resources as per the latest revised rates of wages fixed by the "Government" along with all statutory obligations. The Actual rates of wages for the manpower resources shall be fixed at the time of the execution of the agreement with the outsourcing agency with the approval of the Government and the wage rates so decided should fulfil all statutory norms issued by Government for example Wages Act; Minimum Wages Act; Employer's Liability Act; the workmen compensation Act; Industrial Dispute Act; Maternity Benefit Act.
6. The outsourcing agency shall ensure that the wages/salaries of the manpower resources deployed to the Department are released latest by dated 5th of every month, irrespective of receipt of payment from Department.
7. The variation in statutory compliances such as minimum wages, EPF, ESIS etc. will be considered on production of the documentary evidences by the outsourcing agency and upon approval of the Department.
8. The outsourcing agency shall issue his / her Company's salary slip to all manpower resources deployed at Department's office on monthly basis. It shall be outsourcing agency's duty to pay monthly salary and other dues as applicable directly into manpower resources bank account. The

leaves preapproved by concerned authority of the Department shall be allowed to the deployed manpower as per the prevailing statutory provisions. No wage / remuneration shall be paid to any manpower resources for the days of unauthorized absence from duty. No wage / remuneration shall be paid to any manpower resources for the days of unauthorized absence from duty.

9. The manpower resource deployed by outsourcing agency under the agreement shall not claim nor shall be entitled for any perks and other facilities admissible to permanent employees of the Department during or after contractual period. These manpower resources shall not have right to demand for any type of permanent employment with the Department or its allied offices. These manpower resources shall not claim any benefit / compensation / absorption/ regularization of services with Department.

10. The outsourcing agency shall comply with all the applicable law and rules of the Government of India, Government of Maharashtra and the Local Bodies. The outsourcing agency should at all times indemnify the Department against all claims, damages and compensations against the provision of Payment of Wages Act; Minimum Wages Act; Employer's Liability Act; the workmen compensation Act; Industrial Dispute Act; Maternity Benefit Act; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The Govt. department will not own any responsibility in this regard. Any failure to comply with any of the above regulation or any deficiency in service will render this contract liable for immediate termination without any prior notice


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