



**Small Farmers' Agri-Business Consortium,
NCUI Auditorium Bldg., 5th Floor, 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi-110016
Tel:91-11-26966017, 26966037 Fax:91-11-26862367
Email: sfac@nic.in, Web: sfacindia.com**

NOTICE INVITING TENDER

Sealed tenders on behalf of the Small Farmers' Agribusiness Consortium (SFAC), are invited by the Managing Director of SFAC under two Bids System i.e. Technical Bid and Financial Bid from experienced, registered and authorized service provider for supply of Security Guards, Peons and Sweeper. The tender document can be downloaded from SFAC website i.e. www.sfacindia.com. Interested bidders/service providers/reputed firms providing such services are requested to submit their bids in the prescribed format with all the necessary documents as per tender documents at the above mentioned address of SFAC so as to reach on or before 2.45 pm 27.05.2016. Late receipt of tenders will not be accepted and are liable to be rejected.

Managing Director

TENDER DOCUMENT FOR SUPPLY OF MANPOWER

1. Sealed tenders on behalf of the Small Farmers' Agribusiness Consortium (SFAC), are invited by the Managing Director of SFAC under two Bids System i.e. Technical Bid and Financial Bid from experienced, registered and authorized service provider for supply of manpower. The contract shall be awarded initially for a period of one year which can be further extended from time to time for a period upto three years. The present requirement is given below. However, the number may be increased or decreased on the option of this office.

2. PARTICULARS OF THE TENDER

S. No.	Name of Post	Educational qualifications and Experience	Tentative requirement
1	Security Guard & Peon	Minimum 8 th Pass having experience of operating Photostat/ Fax machine	13
2	Sweeper	Knowledge of Hindi language	03

3. IMPORTANT DATES

- (a) Last date and time of receiving tenders: 2.45 pm 27.05.2016
(b) Date & time for opening of financial bid shall be informed later to the successful Bidders on the basis of Technical bid.

4. BID EVALUATION & AWARD OF CONTRACT

Bid evaluation shall be done on the following parameters of technical bid:-

POINTS OF TECHNICAL BID FOR QUALIFYING BIDDERS

S.No.	Particulars of Manpower providing company/agency/firm	Points Max.-80	Elaboration of points
1	Specific Experience of the agency	20 Marks	Two marks for each year
2	Clients references of nearby offices	20 Marks	Five marks for each reference
3	Past reference (whether the agency had provided the services in past to the organization)	20 Marks	Five marks for each year
4	The agency should have clean track record in the Govt. Deptt. and having no complaint of the workers in respect of payment of wages and contribution of EPF, ESIC, others if any or ISO certificate.	20 Marks	10 marks for clean track record (attach affidavit) and 10 marks for ISO certificate (attach certificate)

The minimum Technical Score required to pass is 40 out of 80. The Financial Bids will remain unopened for those agencies which fail to achieve the minimum technical scores. Financial bids shall be taken up of only those agencies who meet the minimum qualifying score.

5. OTHER TERMS AND CONDITIONS

- (a) The interested Companies/Firms/Agencies may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/- drawn in favour of "Small Farmers Agribusiness Consortium" and addressed to the Managing Director, SFAC, NCUI Auditorium, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 on or before the last date and time of submission of tender. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

- (b) The Small Farmers Agribusiness Consortium reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision taken in this regard shall be final and binding on all.

6. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

- a. The contract for supply of above mentioned manpower initially will be given for one year from the date of order issued by this office for supply of manpower after selecting the personnel. The period of the contract may be further extended beyond one year provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm /Agency. The Managing Director or a personal authorized by him however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing Company/Firm/Agency.
- b. The requirement of the office may increase or decrease during the initial period of contract also.
- c. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. **The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bids" and "Financial Bids" for supply of Manpower to the Small Farmers Agribusiness Consortium." Both sealed envelopes should be kept in a one third envelope super scribing "Tender for supply of manpower to the Managing Director, Small Farmers Agribusiness Consortium, NCUI Auditorium, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.**
- d. The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only), refundable (without interest) should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/ Pay Order drawn in favour of "Small Farmers Agribusiness Consortium" payable at New Delhi, failing which the tender shall be rejected summarily.
- e. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 25000/- (Rupees twenty five thousand only) in the form of Demand Draft/ Bank Guarantee to be deposited to the Small Farmers Agribusiness Consortium, NCUI Auditorium, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 covering the period of contract. In case, the contract is further extended beyond the initial period, the performance security deposit will have to be accordingly renewed by the successful tenderer.
- f. The tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents (duly attested by Group 'A' Gazetted Officers of the Government of India or Class-I Officers of the State Government) along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-
- (i) Registration Certificate/Certificate of Incorporation
 - (ii) Copy of PAN/GIR card
 - (iii) Copy of the IT return filed for the last three financial years.
 - (iv) Copies of the EPF and ESI certificates.
 - (v) Copies of the Service tax registration certificate.
- g. The conditional bids shall not be considered and will be out rightly rejected in the very first instance.
- h. All entries in the **Tender Form/Technical Bid (Annexure-1) and Financial Bid (Annexure-II)** which can be downloaded or neatly typed; should be legible and filed clearly. If the space

for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

- i. The Bids shall be opened on the scheduled date and time at Small Farmers Agribusiness Consortium, NCUI Auditorium, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 in the presence of the representatives of the Companies/Firm/Agencies, if any, who are present on the spot at that time.

7. **TECHNICAL REQUIREMENT FOR THE TENDERING COMPANY/ FIRM/ AGENCY FOR "TECHNICAL BID"**

The tendering Company/Firm/Agency should fulfill the following technical specifications for Technical Bid:-

- (i) The Registered Office of the manpower Company/ Firm/ Agency should be located in Delhi or NCR Region only.
- (ii) The Manpower Company / Firm / Agency should be registered with the appropriate concerned registration authority.
- (iii) The Company/Firm/Agency should have at least three years experience in successfully providing skilled and unskilled manpower to Public Sector Companies/ Banks and Government Bodies etc.
- (iv) Completion certificate from those companies to whom the manpower was provided.
- (v) The Company/ Firm/ Agency should have its own Bank Account.
- (vi) The Company/ Firm/ Agency should be registered with income tax and service tax Board.
- (vii) The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (viii) Undertaking for not subletting or sub-contracting the work to any other agency.
- (ix) The Company/Firm/Agency should have a License to engage in the Business of Private Security Agency issued by Govt. of NCT of Delhi.

Note: No deviation from the above conditions shall be allowed

8. **TERMS AND CONDITIONS**

General

1. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the tendering Company/Firm/Agency within not more than 10 days from the receipt of the order or 15 days from the date of said order whichever is earlier and shall continue till one year unless it is curtailed or terminated by the Small Farmers Agribusiness Consortium owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc.
2. The contract may be extended, on the same terms and condition or with some addition/deletion/modification, for a further specific period by the Competent Authority of Small Farmers Agribusiness Consortium.
3. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Small Farmers Agribusiness Consortium.
4. The present requirement of manpower has been mentioned in para 2 of the particulars of tender document on need basis. The requirement of the office may increase or decrease during the period

of initial contract also. In case of decrease in the requirement the same will be informed to the tenderer and additional manpower may be withdrawn at any time and the tenderer would have to provide additional manpower, if required on the same terms and conditions.

5. The tenderer will be bound by the details furnished by him/her to this office, while submitting the tender or at subsequent stage. In case any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract marking him/her liable for legal action besides termination of contract.
6. The Small Farmers Agribusiness Consortium reserves right to terminate the contract during initial period also after giving a weeks' notice to the contracting agency.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

7. The contracting agency shall ensure that the individual manpower deployed in the Small Farmers Agribusiness Consortium conforms to the technical specifications of age, educational and skill qualification prescribed in the tender document.
8. The Small Farmers Agribusiness Consortium is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 to 5.30 PM with a lunch break of ½ hrs. From 1.00 PM to 1.30 PM. Besides this SFAC observes the Gazetted holidays notified by the Government of India from time to time. The manpower are required to work from Monday to Friday as per above mentioned timing. These operators however may be required to attend the office as and when required on Saturday/Gazetted holiday (on prior intimation) for which he/she will be not paid any additional wage for working on Saturday/Gazetted holiday (on prior intimation).
9. The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual persons who will be deployed by it in this office before the commencement of work.
 - a) List of persons deployed:
 - b) Bio-Data of the person with photograph affixed:
 - c) Attested copy of educational certificate containing date of birth:
 - d) Character Certificate from Group "A" or Class-I Officers of the Central/State Government or Notary Public.
 - e) Identity Cards bearing photograph.
10. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/ incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the office.
11. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office within a week.
12. The tendering Company/Firm/Agency shall make arrangement to verify the antecedents of persons by local Police authority and submit a attested copy of the same in the office for necessary record within two months.
13. The person deployed shall be required to report for duty at 8.30 AM to the concerned Officers and also report before leaving the office at 6.00 PM. In case, person deployed is absent on a particular day or come late/leaves early on three occasions, one-day wage shall be deducted.
14. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency could be availed without any disruption.

15. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract pre-estimated agreed liquidated damages @ Rs.500/- per day on the service providing agency.
16. It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by Agency and this office will have no liability in this regard.
17. For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office. The persons deployed by the agency in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
18. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
19. This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
20. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this office during the currency or after expiry of the contract.
21. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/otherwise capacity in the office.

LEGAL

22. The tendering agency will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions including minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in this office.
23. If the contractor fails to submit proof of crediting EPF and ESIC contribution in respective account of outsourced worker along with next bill, their next payment under contract shall be withheld. However, in such event, contractor will be under obligation to pay wages to outsourced persons from his own sources failing which performance guarantee money will be forfeited and contract may be terminated and losses or extra burden to Small Farmers Agribusiness Consortium for engaging short term agency shall be recoverable from contractor.
24. The tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
25. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
26. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

27. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, minority or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. In case the loss incurred is more than the amount of outstanding bills, then tendering agency shall be liable to reimburse the amount of loss suffered by the office.

FINANCIAL

28. The Technical bid should be accompanied with Earnest Money Deposit (EMD), refundable, of Rs. 10,000 (Rupees Ten Thousand only) in the form of Demand Draft/Pay Order drawn in favour of "Small Farmers Agribusiness Consortium" payable at New Delhi, failing which the tender shall be rejected out rightly.
29. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) shall be returned to them without any interest. The successful tenderer shall have to deposit Rupees twenty five thousand towards the Performance Security and EMD will be returned to the tenderer after deposit of performance security. Further, if agency fails to deploy required number of manpower against the initial requirement within 10 days from the date of receipt of the order or within 15 days from the date of order whichever is earlier, the EMD shall stand forfeited without giving any further notice.
30. The successful tenderer will have to deposit a performance security amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of demand Draft/Bank Guarantee to the Small Farmers Agribusiness Consortium, New Delhi covering the period of contract. In case, the contract is further extended by the office beyond the initial period, the Bank Guarantee/Demand Draft will have to be accordingly renewed by the successful tenderer.
31. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the office besides annulment of the contract.
32. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by concerned Officer(s) in respect of the persons deployed and submit the same to the concerned officer in the last week of the current month, so that the payment will be released by 31st or 1st day of every month. The payment to the manpower should be made in cash at our office premises.
33. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office.
34. The amount of pre-estimated agreed liquidated damages calculated @ Rs. 500/-per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Agency/Firm/Company in the following month.
35. The Competent Authority of this office reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
36. Tenderer shall also provide attested copy of valid labour license from the Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970.
37. The successful tenderer will have to deposit Contact agreement duly signed as per Annexure "A" and Data Security Certificate Annexure "B".

ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BID

1. Tender Form - Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy valid labour license from the Regional Labour Commissioner.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. Attested copy of the Service tax registration letter/certificate.
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified document in support of financial turnover of the agency.

ORDER FOR ARRANGEMENT OF DOCUMENT TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

List of manpower short listed by the Small Farmers Agribusiness Consortium offices for deployment in the offices as mentioned in the document containing full details i.e. date of birth, marital status, address etc. shall be supplied by the successful tenderer along with the following documents:

1. Bio-Data of the person with photograph affixed:
2. Attested copy of educational certificate containing date of birth:
3. Character Certificate from Group "A" or Class-I Officers of the Central/State Government or Notary Public.
4. Identity Cards bearing photograph.

Financial Year	Amount (Rs. Lakh)	Remarks if any
2013-14		
2014-15		
2015-16		

11. Give details of the major similar contracts handled by the tendering Company/ Firm/ Agency on behalf of PSUs and Govt. Departments during the last three years in the following format and submit evidence in each of the client:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (Rs. Lakh)	Duration of Contract	
				From	To
1					
2					
3					
4					

(If the space provided is insufficient, a separate sheet may be attached)

12. Please attach latest IT Return in respect of company/agency/firm

13. Specific Experience of the agency

14. Clients references of nearby offices (apart from S.No.11(above) if any)

15. Past SFAC reference (whether the agency had provided the services in past to the organization) (indicate no. of years)

16. Whether the agency have clean track record (Please attach affidavit)

17. Whether the agency have obtained ISO certificate (Please attach copy)

17. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person
Name: -----

Seal

Date:

Place:

DECLARATION

1. _____ Son/Daughter/Wife of Shri _____ signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:

2. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower to the Small Farmers Agribusiness Consortium the bid shall specifically contain the following:

1. Name of tendering Service Provider Company/ Firm/ Agency:
2. Details of Earnest Money Deposit:
Amount :
D.D. / P.O & Date :
Drawn on Bank :
3. Rate quoted should not be less than the minimum wages as applicable in the Minimum wages Act, 1948 applicable in NCT of Delhi & other relevant by Laws applicable (plus all statutory liabilities, taxes, levies, cess etc.)

S. No.	Rate of Component	Service Tax Liability	Minimum wages per manpower month (as applicable in NCT of Delhi) amount in Rs.	
			Unskilled	Semi-skilled
1	Minimum wages			
2	EPF *			
3	ESI Contribution #			
4	Service Charges			
5	Service Tax			
6	Any other duties/taxes if any			
	Total (in figure)			
	Total (in words)			

* @ 13.61% upto a maximum of Rs.6500/- of monthly wages or as per the limits prescribed by the EPFO from time to time.

Employer share of ESIC to be calculated @ 4.75% of the monthly wages or as pr the limits prescribed by ESIC from time to time upto a maximum ceiling as prescribed by EPFO.

4. The manpower employed by the Agency shall be required to work normally as per the Office's working days, i.e. from Monday to Friday from 08:30 AM. to 06:00 PM. with a lunch break of ½ hour from 01:30PM to 02:00 PM. The manpower may also be called upon to perform duties beyond normal office hours on working days and even on Saturday, Sunday and other Gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

CONTRACT/AGREEMENT

(Agreement to be executed on Rs.100/- Non-judicial Court Stamp)

This agreement made this day of ____ 2016

BETWEEN

..... (hereinafter called the contracting agency which expression shall include his legal representatives) of the one part:

AND

Small Farmers Agribusiness Consortium, having its registered office at NCUI Auditorium, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, (hereinafter referred to as "SFAC") acting through Shri _____ WHEREAS, SFAC had published a tender notice in _____ dated _____ seeking services of manpower on contractual basis as per the details mentioned in the tender notice initially for a period of one year: WHEREAS, Contracting Agency in response to the said tender notice published in _____ dated _____ submitted the proposal with technical and financial bids to SFAC; WHEREAS, SFAC after evaluation of the bids received from various service providers including the Contracting Agency decided to award the work to the Contracting Agency as per the terms and conditions of the tender notice and terms and conditions of this contract/agreement; WHEREAS the Contracting Agency agrees to supply the semi-skilled and Non-Skilled persons to perform the work specified to them successfully on contract basis to the Small Farmers Agribusiness Consortium, as mentioned in the tender document under Office of the Small Farmers Agribusiness Consortium, NCUI Auditorium, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 as per details given below :

S.No.	Rate per month	Other Govt. liabilities including service tax and contractors service charges
1		
2		

And on the terms and conditions hereinafter mentioned viz.:-

- (a) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contracting Agency for the services mentioned above shall be the employees of the Contracting Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contracting Agency and in no case, shall a relationship of employer and employee between the said persons and Small Farmers Agribusiness Consortium or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the number of semi-Skilled/Un-skilled manpower will be purely need based. Therefore, the number of Contracting Agency's worker may be increased or decreased as per requirement. The Head, Small Farmers Agribusiness Consortium, New Delhi will be under no obligation to engage any specific number Contracting Agency's worker during the period of contract.
- (c) That this Contract shall remain valid for a period of one year w.e.f. initially and the same may, in the sole discretion of SFAC, be extended for further period. However the SFAC shall have full power to terminate the contract even prior to completion of initial one year if the manpower supplied is not functioning to the satisfaction of the office.

- (d) That the SFAC shall have full power to reject the services of semi-skilled and non-skilled manpower which to the true intent and meaning is not in accordance with the requirement as per tender document.
- (e) That the contracting agency will deposit a sum equivalent to 10% of the tender value as security for compliance with the terms and conditions of this contract.
- (f) That the SFAC reserves the right to:
 - (i) Terminate this contract by giving notice of one week in advance any time during the contract.
 - (ii) To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
 - (iii) To extend the contract up to further period, if required from the date of expiry of the initial period, at the same or amended rates, terms and conditions.
- (g) That the contracting agency will be entirely responsible for the execution of this contract in all respect in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (h) That if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the Contracting Agency fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the SFAC may terminate the contract and forfeit the said deposit and recover from the Contracting Agency any loss suffered by the SFAC or any third party on account of the contract being terminated.
- (i) That if any dispute or difference shall arise in relation to or arising out of the contract or the interpretation thereof which cannot be resolved through other means, shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996 by the Sole Arbitrator to be exclusively appointed by the Managing Director of SFAC. The language of the arbitration shall be in English. The venue of the Arbitration shall be New Delhi. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration. Unless otherwise awarded by the arbitrator, the arbitration fees shall be shared equally by the parties.
- (j) That the Contracting Agency as a taxable service provider, must have registered with Central Excise Board and obtained Registration No. (15 digits Service Tax Code Number) and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider, Service Receiver, Description of service, Value of service tax payable thereon.
- (k) That the Contracting Agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the SFAC.
- (l) That the Contracting Agency shall keep SFAC indemnified against all claims whoever in respect of the employees deployed by the Contracting Agency or any third party. In case any employee of the Contracting Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contracting Agency to contest the same. In case SFAC is made party and is supposed to contest the case, SFAC will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contracting Agency to SFAC on demand. Further, the Contracting Agency will ensure that no financial or any

other liability comes on Small Farmers Agribusiness Consortium in this respect of any nature whatsoever and shall keep SFAC indemnified in this respect.

- (m) That the Contracting Agency shall further keep SFAC indemnified against any loss to SFAC's property and assets. The SFAC shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contracting Agency under this contract.
- (n) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document.
- (o) That if the Contracting Agency violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by SFAC a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.
- (p) The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contracting Agency and/or loss/damage, if any, sustained by the Office of Small Farmers Agribusiness Consortium on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contracting Agency

IN WITNESS WHEREOF, the authorized representatives of the parties, in the presence of witnesses have hereto set their hands upon the date first above written.

Witnesses:

- 1. For CONTRACTING AGENCY
- 2. For Small Farmers Agribusiness Consortium