



e-TENDER FOR HIRING OF MANPOWER SERVICES

for

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

1. Preface:

e-Tender 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 Manpower Agency for outsourcing the service of manpower to work in SFAC office of New Delhi for a period of one years (extendable for further 2 years) in the category of Technical Assistant, Project Assistant, Accountant, Legal Assistant, Stenographer, Data Entry Operator, Security personnel, Peons and Housekeeping staff on the terms & conditions mentioned in the tender document.

2. Name and Address of the Authority"

Small Farmers' Agri-Business Consortium, NCUI Auditorium Building, 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

ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

http://www.eprocure.gov.in http://www.sfacindia.com

CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from: Deputy Director (Admin) Written queries can be sent by email at: <u>sfac@nic.in</u> Tel: 91-11-26966017 & 26966037

3. Brief Details of the e-Tender:

	Name of the work & location	Details
i.	Tender reference no./ Title	SFAC/1-2/9/2016-Admin
ii.	Tender fee :	1,000/- (Rupees One Thousand Only)
iii.	Submission of Earnest Money Deposit (EMD)	EMD equal to Rs.2,00,000/- (Rupees Two Lakh Only)
iv.		SFAC (Small Farmers' Agri-Business Consortium), NCUI Auditorium Bldg., 5th Floor, 3, Siri institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016

The Tender Fee and EMD are payable by Demand draft/ Pay order only in favor of "SFAC", payable at New Delhi. The tender fee of Rs.1,000/- (Rupees One Thousand Only) is NON-REFUNDABLE.

Submission of the e-Tender

a. This Tender is an e-Tender; offers will not be accepted in hard copy.

b. Tender submitted without tender fee will be treated as rejected or non-responsive.

c. Tenders submitted without Earnest Money Deposit (EMD) are liable to be rejected.

d. Tender fee and EMD both must be required to submit in original till the last date of tender at "SFAC New Delhi"

4 Schedule for Invitation for Bids:

Date of publish	:	10.07.2019	:	15:00 hrs
Document download start date	:	10.07.2019	:	16:00 hrs
Bid submission start date	:	10.07.2019	:	18:00 hrs
Bid submission end date	:	25.07.2019	:	15:00 hrs
Bid opening date	:	26.07.2019	:	15:00 hrs

5 <u>Period of Validity:</u> 90 days from the date of opening.

6. <u>Type of Bid:</u> Two bid system (Technical & Financial) i.e Two cover system

7. <u>Scope of Work:</u>

To provide the requisite manpower in accordance with requirement mentioned below. The scope of work for each category will be as per work dealt in various sections where manpower is deputed.

(a) Requirement of Manpower list (as per Annexure 'A'):

The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time. The positions are indicative and SFAC may reduce or add position under manpower category as per organisation requirement if need arises.

The Security personnel shall work in 3 shifts in a month and the service rendered on Sundays shall be paid as per minimum Delhi wages applicable.

**For the category whose remuneration has been fixed as given in Annexure 'A' is subject to change based on the experience/qualification as per decision of competent authority of SFAC. Statutory charges like EPF and ESIC, as applicable from employer side, are excluded in the present remuneration. The remuneration is for deployment from 9:00 AM to 5:30 PM including lunch of 30 minutes (working 5 days in week). However, the manpower, if required, shall attend office on Saturday's and no additional payment, allowance or conveyance shall be provided.

The contractor shall pay the minimum rate of wages as applicable in NCT (National ACapital Territory (Govt. of Delhi, under minimum wages act) wherever specified for the positions Annexure 'A'.

Relaxation of age and other condition of manpower is sole discretion of SFAC.

8. Terms and Conditions for Contractor to Pay Wages to Deployed Manpower:

- (i) Office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- (ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- (iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to SFAC with pay bill, EPF and ESI Details.
- (iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the SFAC every month.
- (v) The normal time to make the payment by the SFAC is 5 to 10 days from the date of receipt of the bill.
- (vi) Contractor shall be capable to pay the wages as per tender document timely before 5th of every month from his own resources.
- (vii) Contractor shall be capable to pay monthly wages up to 3 4 months from his own resources in case of delay in payment by SFAC due to unavoidable circumstances.
- (viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of SFAC.
- (ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- (x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- (xi) Requisite manpower shall be provided within 5-10 days from the acceptance of the contract.

9. Terms and Conditions for Deployed Manpower on Monthly Basis:

- (i) The deployed manpower will get the benefit of Gazetted holidays as notified/ declared by the Office of SFAC, New Delhi.
- (ii) The deployed manpower has to work from Monday to Friday during office hours from 9.00am to 5.30 pm.
- (iii) Deployed manpower may be the employee/ contractual employees of the Contractor's firm but they cannot be employee or servant of SFAC.
- (iv) The manpower shall complete the assigned task and stay beyond office hours and SFAC shall not pay for such late stay.
- (v) The staff shall not claim any facilities or claims applicable to payment to regular employee at any time.
- (vi) That the person deployed should not below the age of 18 years old.

<u>10. Earnest Money Deposit (E.M.D.):</u>

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.2,00,000/- in the form of Demand Draft/Pay order only in the name of "SFAC", payable at New Delhi. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1) by SFAC.

<u>11. Security Deposit cum Performance Guarantee:</u>

Security deposit cum Performance guarantee is 5% of the total contract value initially for one year and further renewal depending on further extension of the firm. Security deposit cum Performance guarantee shall be submitted along with acceptance of work order in the form of Fixed Deposit/ Bank Guarantee only in the name of "Small Farmer's Agri-Business Consortium", payable at New Delhi, having validity of 14 months after signing of contract. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

Security deposit cum Performance guarantee will be released by SFAC, New Delhi after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case of ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

<u>12. Procedure for Submission of Online Bids:</u>

Technical Bid (Format-I): Bidders are requested to upload the required scanned copies of files as per the following:

File 1: i. Colour Scanned copies of all information/documents in single PDF file as per "QUALIFYING INFORMAITON" mentioned below (Ref Sl.No.15 and 24) ii. Colour Scanned copy of DD/Bankers cheque for an amount of Rs.2,00,000/- (Rupees Two Lakh Only) towards Bid Security (EMD). Original copy of DD/Bankers cheque should be submitted to SFAC, New Delhi on or before last date.

Financial Bid (Format-II): Bidders are requested to upload in e-procurement portal in the prescribed format-2.

13. Technical Bid: Eligibility Conditions:

The tendering Company/Firm/Agency shall fulfil the following technical specifications for Technical Bid:-

- (i) The manpower Company/Firm/Agency shall have at least three years' experience in this area.
- (ii) The Company/Firm/Agency shall have financial turnover of at least Rs. 4 crore per annum for each of the last three years.
- (iii) The manpower Company/Firm/Agency shall have been registered with the appropriate Govt. registration authority.
- (iv) The Head Office/ Branch Office of the manpower Company/Firm/Agency shall be located in New Delhi.
- (v) The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- (vi) The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (vii) Firm/Company/Agency shall declare that the services of all kind of Manpower specified in the list shall be provided as per terms & conditions.
- (viii) The company/ firm/ Agency should not have been blacklisted by any organisations.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

<u>14. Evaluation Criteria:</u>

- (i) Technical and financial Bid will be opened online by Designated Evaluation Committee in presence of bidders.
- (ii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- (iii) Price quoted in financial bid will be announced to bidders.
- (iv) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- (v) On the approval of Competent Authority, technically and financially qualified bidder name will be declared as Lowest One (L-1).
- (vi) The bidders score will be determined on the basis of lowest Service/Agency Charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
- (vii)The bidders, who quote unrealistic rate of service charges i.e., 0% shall be debarred for further consideration. The bidder shall quote percentage upto 2 decimal points. If the bidders quote percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
- (viii) In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.
- (ix) The rates in the financial bid should be strictly as per Format II.

15. General Instructions:

- (i) Interested Parties shall submit their tenders online after inspection of the premises, if interested. The inspection of the premises can be made between 11.00 a.m. and 4.00 p.m. on all working days (Saturday and Sunday are Holiday) till the last date of download of Tender.
- (ii) SFAC reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- (iii) SFAC shall not receive any physical document/hardcopy.
- (iv) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by this office shall be accepted by the tendering Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier and the contract will continue initially for a period of one years from the date of award of work order and may be renewed for further period of two years unless it is curtailed or terminated by the SFAC owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- (v) 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.
- (vi) The requirement of the manpower 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 contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for all specified category on the same terms and conditions in reasonable time.
- (vii) All selected manpower shall possess Identity Card provided by the contractor every day during working hours.

- (viii) The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Delhi jurisdiction only.
- (ix) The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress and abide by rules of SFAC.
- (x) The successful tenderer will have to deposit the Contact agreement duly signed as per draft Annexure "A".
- (xi) All the documents should be digitally signed by the Tenderer.

<u>16. Period of Contract/ Termination Notice:</u>

The contract shall be valid initially for a period of one year from the date of award of work order. This contract may be renewed for further period of two years on the same terms and conditions as mentioned in the tender document, 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. Either party can terminate the contract at any time by giving three months prior notice in writing.

<u>17. Right to Accept or Reject Tender:</u>

- (i) The right of acceptance of tender will rest with SFAC.
- (ii) SFAC reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

<u>18. Bidder to Get Informed Him Self Fully:</u>

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

<u>19. Liabilities, Control etc. of the Persons Deployed:</u>

- (i) The contracting agency shall ensure that the individual manpower under specified category *deployed in the* SFAC, New Delhi confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- (ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.
- (iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.
- (iv) SFAC, New Delhi have five working days (i.e. Monday to Friday) in a week from 9.00a.m. to 5.30p.m. with a lunch break of half an hour from 1.30 p.m. to 2.00 p.m. Besides this, the Department observes Gazetted holidays notified by the Government of India.
- (v) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual manpower as per category given deployed by them in this office in the given time limit:
 - a) List of persons deployed.[monthly]
 - b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
 - c) Birth proof of the candidates- [at the time of deployment]
 - d) Copy of Aadhaar Card of the candidates
 - e) Identity Cards issued by contractor bearing photograph [within 8 days]
 - f) Identity proof and residential proof- [at the time of deployment].
- (vi) In case, the person employed by the contractor commits any act of omission/ commission that amounts to misconduct/indiscipline/ incompetence, the contractor

shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.

- (vii) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- (viii) The office hours for the person deployed are 9.00 am to 5.30 pm. Manpower is not entitled for any leave. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
- (ix) All the issues related to contract, monthly payments etc shall be communicated and processed through the Authorised officer of SFAC.
- (x) The contractor shall provide a substitute within 7-10 days 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 7 working days will attract pre- agreed liquidated damages @ Rs.500/- per day on the service-providing agency.
- (xi) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor 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.
- (xii) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- (xiii) 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.
- (xiv) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- (xv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

20. Legal:

- (i) The contractor shall pay the minimum rate of wages (for the categories identified in Annexure 'A') as per NCT of Delhi & for others as per the consolidated amount fixed by competent authority of SFAC.
- (ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.
- (iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iv) 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.
- (v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

- (vi) 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, monitory or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vii) The contractor shall keep SFAC, New Delhi indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the SFAC, New Delhi in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of SFAC, in the standard format, in this regard.

The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

(viii) Disputes & Differences:

Decision of SFAC regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract subject to jurisdiction of Delhi.

21. Termination:

This agreement may be terminated by either partly or fully by giving three months notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

22. Mode of Payment:

- (i) The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by authorised officer of SFAC in respect of the persons deployed and submit the same to the MD, SFAC 2nd working day of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by the authorised officer of SFAC.
- (ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.
- (iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

23. Force Majoeure:

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

24. Order Rider of Uploading of Documents with the Technical Bid:

- 1. Application Technical Bid.
- 2. Attested copy of the registration of agency.
- 3. Attested copy of the valid manpower license.
- 4. Attested copy of PAN/GIR Card.
- 5. Attested copy of the latest IT return filed by the agency.
- 6. Attested copy of the GST certificate.
- 7. Attested copy of the PF registration letter/certificate.
- 8. Attested copy of the ESI registration letter/certificate.
- 9. Certified documents in support of entries in column 12 and 13 of Technical Bid application.
- 10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.
- 11. Participants should upload copy for registered Head/ Branch office in Delhi.

25. Order for Arrangement of Documents of to be Submitted by the Successful Agency Before Deployment of Manpower.

List of manpower shortlisted by the SFAC, New Delhi for deployment in the office with details of the employees as follows:

- 1. Bio-Data of all persons in the format prescribed by the office
- 2. Birth proof of the candidates
- 3. Letter of deployment from the contractor.
- 4. Copy of Aadhar card of the candidates
- 5. Contract agreement duly signed as per Annexure "B"
- 6. Identity Cards issued by contractor bearing photograph.
- 7. Identity proof and residential proof.

FORMAT – 1

TECHNICAL BID

- 1. For providing manpower as per Annexure 'A' to the SFAC, New Delhi.
- 2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
- 3. Name of the Proprietor /Director of Company/Firm/Agency

4.	Full address of the Registered Office	
		Telephone Number: FAX No E-Mail Address
5.	Full address of Branch offices	
		Telephone Number: FAX No. E-Mail Address
6.	(Full Address) (Attach certified copy of statement of A/c for the last three years)	
7.	PAN/GIR No (Attach attested copy)	
8.	GST Registration No (Attach attested copy)	
9.	E.P.F. registration Number (Attach attested copy)	
10.	E.S.I. Registration Number (Attach attested copy)	

11. Financial turnover of The tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount in Lakhs	Remarks if any
2015-16		
2016-17		
2017-18		

12. Give details of the major similar successful completion of contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

S. No.	Details of client along with address,	Type of manpower	Amount of Contract (in	Duration of Contract	
	telephone numbers	supplied	Lakhs)	From	То
1					
2					
3					

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

- 13. Confirm that services of at least 8 out of 11 categories mentioned in Annexure 'A' is covered/ supplied by the agency. (Yes/No)
- 14. Certificate that service of all kind of manpower category specified in Annexure 'A' shall be provided.
- 15. Additional information, if any (Attach separate sheet, if required).
- 16. Declaration for blacklist.
- 17. Partnership deed.

	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:

2. I have carefully read and understood all the terms and conditions of the tender including Contract Agreement (Annexure 'B') and undertake to abide by them:

3. 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:

FORMAT – 2

FINANCIAL BID

Tender Inviting Authority: SFAC

Name of Work: FOR HIRING OF MANPOWER

Contract No: SFAC/_____

Name of the Bidder/Bidding Firm/Company :

PRICE SCHEDULE

(This format must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Supply of Manpower. Rate=Daily/ Per Person.

FORMAT - 2 Financial Bid

1. For Providing manpower to SFAC, Hauz Khas, New Delhi

2. All the manpower deployed in SFAC shall be paid their wages on monthly basis (by ECS in time) by the Company/Firm/Agency. Monthly wages to be paid to deployed manpower will be as per following break up: [Rate of monthly wages should not be less than rates of minimum wages for scheduled employments in the NCT of Delhi as per extant order on the date of online publication.

S. No.	Manpower Description	Positions range- wise (40000– 50000)	Positions range- wise (30000- 40000)	Assistant level category (minimum pay)	Amount for Graduate and above (DEO)	Amount for Matric but not Graduate (DEO)/Skill ed	Amount for unskilled employee in Rs.
1	Manpower Financial Rate						
1.01	Monthly Minimum Wages Rate (as per Minimum Wages Act, NCT of Delhi)	40000	30000	23000	18462	16962	14000
1.02	Employees Provident Fund @13 %	0.00	0.00	0.00	2400.06	2205.06	1820
1.03	Employees State Insurance @4.75%	0.00	0.00	0.00	876.95	805.70	665
2	Total (Col 1.01 to 1.03)	40000	30000	23000	21739.01	19972.76	16485
2.01	Contractors Service Charge	0.00	0.00	0.00	0.00	0.00	0.00

2.02	GST @ 18%	0.00	0.00	0.00	0.00	0.00	0.00
	(Col2+Col2.01+C						
	ol2.03)* 18%						
2.03	Any other liability	0.00	0.00	0.00	0.00	0.00	0.00
	including all legal						
	liabilities						
	including bonus						
	etc. (Pl. Indicate)						
2.0	Total Column 2	0.00	0.00	0.00	0.00	0.00	0.00
4	to 2.03						
Total	l in Figures						
Quot	ted Rate in						INR
Word	ds						Rupees
							Only

Full Name: _____

Date:

Place:

Notes:

1. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities 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 number of working days for which duty has been performed by each manpower.

Annexure 'A'

S. No.	Category of Manpower	No. of personnel required	Qualification(s)	Maximum Age	Tentative Remuneration (**)
1	Accountant		 (i) B.Com with CA preferably (ii) Prior experience of 2 years minimum in any Govt. organization/ reputed firm in the areas of accounts. (iii) Expertise on work on accounting software computer 	45 years	40,000-50,000
2	Accounts Assistant	1	 (i) B.Com with 2 years experience (ii) GST Return, Reconciliation of all accounts and scheme. Quarterly TDS Returns, Salary calculation of contractual Staff and other work of Accounts 	45 years	23,000–30,000
3	Technical Assistant/ Programmer (IT)	1	(i) Graduate and above in Computer Application and 2–5 years experience in govt. organization in handling softwares related to online Procurement, Online Grievance and other softwares/ hardware etc and networking knowledge, DSC, Video conferencing handiling, to coordinate with agency for website any related media of SFAC	45 years	30,000-40,000
4	Legal Assistant	1	(i) Any graduate (preferably law) with least two year of legal experience required including knowledge of hands-on familiarity with a variety of computer applications, including MS-office imaging and telecommunications. Knowledge of a variety of local court rules, legal documents, processes, and procedures sufficient to present legal information and facts that are readily verifiable	45 years	23,000-30,000
5	Stenographer	1	 (i) Preferably Graduate with qualified in stenography in Hindi/ English with the speed of 100 w.p.m. (ii) Upto 5 years experience in the related area 	45 years	23,000–30,000
6	Project Assistant	4	(i) Graduate in any discipline from recognized university having knowledge of Ms Office, DTP etc. upto 5 years experience	45 years	23,000–30,000

-	D	10		4.7	
7	Data entry operator (Semi- Skilled/ Skilled)	12	(i) 10+2 preferably graduate with good knowledge of English and proficient in computer operations with knowledge of MS Office and internet etc. Candidates should have a Typing Speed of 30 w.p.m. in English.	45 years	As per the notified extant rules on minimum wages in NCT Delhi
8	Receptionist	1	 (i) Preferably graduate with good communication skills both in English and Hindi. Capable of handling computer, telephone operation, maintaining register of visitors and issue of passes 	45 years	As per the notified extant rules on minimum wages in NCT Delhi
9	Driver	1	Essential: (i) 10th class pass from a recognized School/Institute with valid Driving License of Motor Car (ii) 5 years experience of driving of LMV (iii) Knowledge of routes in Delhi/ NCR	50 years	As per the notified extant rules on minimum wages in NCT Delhi
10	Peons/ Housekeepin g staff (Unskilled)	10 (Peons), 2 (Housek- eeping staff)	(i) Having experience in the job	50 years	As per the notified extant rules on minimum wages in NCT Delhi
11	Security Guard (Unskilled)	3	(i) Having experience in the job	50 years	As per the notified extant rules on minimum wages in NCT Delhi

ANNEXURE 'B' CONTRACT AGREEMENT

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp)

made dav An agreement this of BETWEEN contracting agency which expression shall include his legal representatives) of the one part and the SFAC (herein after referred as "the Government" or "Department" or "SFAC, New Delhi" which shall also include any person authorized by the SFAC) of the other part and WHEREBY the contractor agrees to supply the Skilled/ Semi-skilled and Unskilled manpower to perform the work specified to them successfully on contract basis to SFAC, New Delhi as mentioned in the tender document under Office of Small Farmers' Agri-Business Consortium, NCUI Auditorium Bldg., 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 as per details given below:

SI.	Description of	Rate for single manpower	GST	Total	Total No.	Total
No.	Manpower	including daily wages,			of	amount per
		EPF, ESI, Contractor			manpower	month
		services charges and any			being	
		other legal liability			supplied	
		including bonus				

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 contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the SFAC, New Delhi or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the number of manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. SFAC, New Delhi will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
- (c) That this Contract shall remain valid for a period of one years w.e.f. initially and if the services are found satisfactory the same may be extended for another two years. However the competent authority of SFAC shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- (d) That the SFAC or a person authorized by him shall have full power to reject the contract for skilled, semi-skilled and unskilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document.
- (e) The competent authority of SFAC or a person authorized by him reserves the right to(i) Terminate this contract by giving notice of three months 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 to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.
- (f) That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or

sub-let the same.

- (g) if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor 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 competent authority of SFAC may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the SFAC on account of the contract being terminated.
- (h) If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the SFAC or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- (i) The contracting agency as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices /Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.
- (j) 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 competent authority of SFAC.
- (k) That the contractor shall keep the competent authority of SFAC, New Delhi indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case competent authority of SFAC, New Delhi is made party and is supposed to contest the case, the competent authority of SFAC, New Delhi will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to SFAC, New Delhi on demand. Further, the contractor will ensure that no financial or any other liability comes on SFAC or any person authorised by him or SFAC, New Delhi in this respect of any nature whatsoever and shall keep SFAC or any person authorised by him or SFAC, New Delhi in this respect.
- (1) That the contractor shall further keep the SFAC or any person authorised by him or SFAC, New Delhi indemnified against any loss to the SFAC or any person authorised by him or SFAC, New Delhi property and assets. The competent authority of SFAC, New Delhi shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (m) 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. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.
- (n) The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the Office of SFAC, New Delhi on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
- (o) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

In witness whereof the parties hereto have signed these presents on the date, month and year first above written.

Signed by the said contracting agency in the presence of: -

1st Witness Address

2nd Witness Address Signed for and on behalf of the SFAC in the presence of : -

1st Witness Address

2nd Witness Address