

**CH. CHARAN SINGH NATIONAL INSTITUTE OF AGRICULTURAL MARKETING**  
(An Autonomous Organization of Ministry of Agriculture & Farmers Welfare, Government of India)  
Kota Road, Bambala, Pratap Nagar, Jaipur – 302033 (Rajasthan)  
Telephone: 0141-2795111  
Website: www.ccsniam.gov.in

**Sub: Tender for empanelment of Manpower**  
**Supply Agency Reg.**

1. CCS National Institute of Agricultural Marketing (CCS NIAM) is autonomous Institution working under Ministry of Agriculture and Farmers Welfare, Government of India.
2. CCS NIAM invites Tender from experienced, registered and reputed Manpower Agencies, institutions and NGOs for providing services on outsource worker supply basis. Interested organizations may submit the application supported with all required information, documents **through *www.eprocure.gov.in***
3. Contract for providing services on outsource basis is initial period of one year, extendable up to two years on year to year basis on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority.
4. The manpower will have to be supplied by the agency within 15 days from the date of award of contract as per the details terms and conditions which are given at

**I Eligibility Criteria:**

1. Only those bidders who fulfill the following criteria need to submit their bid:
  - a. The bidder agency should be registered with the Government authorities such as ESI, EPF, Service Tax, Labour and income tax authorities concerned and a copy of each of the registrations shall be attached with the bid.
  - b. The bidder agency must have at least 30 lacs turn over in each year during the last 3 preceding year and should submit the documentary proof in support thereof.
  - c. The Agency should not have been blacklisted by any Ministry/Department of the Government of India. The tendering firms/bidders shall have to submit notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.
  - d. The Agency must undertake to pay minimum rates of wages to the workers engaged (They shall furnish a notarized affidavit to the effect that the workers going to be employed in the performance of the contract would be paid minimum wages as per applicable order of Govt of India and all statutory requirements i.e.. ESI, EPF, Contract Labour (Regulation and Abolition) Act etc would be complied with reference to those workers. On enhancement of the minimum rates of wages by the Govt of India from time to time, the approved rates will be increased in the same ratio.

## **II Earnest Money Deposit (EMD) & Tender Fee:**

**Note:Physical copy of Demand drafts for Tender fee and EMD should be submitted at NIAM office before opening date of the tender.**

The interested bidders are required to deposit (in original) **Tender Fee of Rs. 500/-** (Non-refundable) in the shape of Demand Draft prepared in favour of Director General, NIAM, **payable at Jaipur** and addressed to the **Director General**, CCS National Institute of Agricultural Marketing, Tonk Road, Near Sanganer, Pratap Nagar, Bambala, Jaipur - 302033, on or before bid opening date and time as mentioned in the Critical Date Sheet.

EMD of INR 50,000 /- (Rupees Fifty Thousand only) in the form of Demand Draft/Bank Guarantee prepared in favour of **Director General, NIAM, Jaipur** along with the application, but the successful bidder the same will be converted into Security Deposit to be refundable after completion of the contract period The Institute will not be responsible for paid any interest on EMD.

The bid will not be considered if the earnest money is not enclosed with the bid.

The security deposit shall be forfeited by the department on non-absence from duty/misconduct on part of workers supplied by the agency.

## **III .Terms and Conditions**

1. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated in the circular.
2. The persons engaged by the Agency should not have any adverse police records/criminal cases against them. The agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit. The service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this department and shall immediately replace another employee in place of the one withdrawn.
3. The service provider's personnel shall not claim any benefit/compensation/regularization of services from this Department under the provisions of Industrial

Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.

4. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, Administrative/organization matters as all are confidential/secret in nature.
5. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
6. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Department.
7. Computer knowledge of service provider's personnel shall be checked before they are deployed to the work and any personnel found not suitable thereupon shall be forthwith replaced by the service provider.
8. The department may require the service provider to dismiss or remove from the site of work, any person, or persons, employed by the service provide, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable to the Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
9. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
10. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pans, smoking, loitering without work.
11. The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.
12. Working hours would be normally from 9:00 AM to 5:30 PM during working days including 30 minutes lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and

- other Gazetted Holidays, if required. They may be paid extra wages by the Service provider on the basis of a certificate provided by the officer as per the rates approved.
13. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees provident fund, ESI Act etc. and the department shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.
  14. It shall be the duty of the Service provider to ensure the disbursement of wages in the presence of the authorized representative of the CCS NIAM, Jaipur. Bill of the subsequent month will be paid only after submission of certificate of disbursement of wages of the previous month, signed by the said representative of the departments.
  15. The agency will be required to provide particular of EPF, ESIC, etc. of previous month, of its employees engaged in the Department while raising monthly bill.
  16. It is obligatory on the Service provider to ensure the wages paid should not be less than the minimum wages fixed by the Government, from time to time and all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporate in salary.
  17. The service provider will submit the bill in triplicate in respect of a particular month in the first week of subsequent month. The payment should be paid to the engage employee within 3 days after release the payment/salary by CCS NIAM as per agreement and deduction of taxes deductible at source under the law in force. Beyond the stipulated period, penalty of Rs. 500/- per day per personal/employee will be imposed on the service provider and the same will be depositing in the account of concerned in the next month.
  18. Payment to the service provider would be strictly on certification by the officer with whom person is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
  19. No wage/remuneration will be paid to any staff for the days for absence from duty.
  20. The service provider shall provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this Department.
  21. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility

of the service provider. The service provider shall be contactable at all times and message by phone/mail/fax/special messengers from this department to him/her shall be acknowledged immediately on receipt on the same day.

22. The service provider shall strictly observe the instructions issued by the department implementing the contract from time to time. This department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
23. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc.
24. If CCS NIAM ( Institute) suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this Institute for the same. The agency shall keep this Institute fully indemnified against any such loss or damage.
25. This Institute will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
26. In case the hired personnel fails to work satisfactorily or refuses to take up work allocated, the hired personnel will be dismissed after being given 15 days notice.
27. If the hired personnel does not report on time and has recurrence of this kind three times, the personnel will be dismissed.
28. In case the manpower agency fails to provide manpower as per the requirement and if the agency fails to provide a substitute of the manpower within 48 hours , a financial liability of per day hiring charges of that person will be entailed.
29. The successful bidder will enter into agreement on Rs.200/- non-judicial stamp paper with this department for supply of suitable workers as per the requirement on these terms and conditions. The agreement will be valid for a period on one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The contract/agreement is extendable upto two years, on year to year basis, subject to satisfactory performance of the agency and such amendments as mutually agreed upon. The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior consent of the Department.

30. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one months' notice in writing for termination of the agreements then Security Deposit will be forfeited.
31. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
32. In the event, if any dispute arises relating to any of the clauses of the agreements, the matter will be referred to the Director General, CCS NIAM, Jaipur whose decision shall be binding on both the parties.
33. Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the appropriate Court of Jaipur.
34. If a firm quotes NIL charge the bid shall not be considered.

**IV. Submission of Bid:**

The intending and eligible bidders may submit the tenders online at <http://eprocure.gov.in> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed Performa. **Tenders are to be submitted online** only using the e-procurement portal **<http://eprocure.gov.in>**

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## **Scope of Work**

The service provider required to supply manpower mentioned below under 04 categories as per order of Ministry of Labour & Employment No. 1/VDA(3)/2020-LS-II, dated 08-05-2020. (Copy of the relevant order enclosed along with Tender Document). Service provider required to supply manpower under these categories as per the requirement of institute time to time.

<b>S.No</b>	<b>Category</b>	<b>Basic Wages x Days</b>	<b>P.F 12%</b>	<b>ESI 3.2%</b>	<b>Total Emoluments</b>
1	Unskilled	525x26= Rs. 13650/-	Rs.1638	Rs.438.8	Rs.15,725/-
2	Semi Skilled/Unskilled Supervisory	593x26= Rs.15,418/-	Rs.1,850.16	Rs.493.376	Rs.17,762/-
3	Skilled/Clerical	695x26= Rs.18070/-	Rs.2168.4	Rs.578.24	Rs.20,817/-
4	Highly Skilled	764x26= Rs.19864/-	Rs.2383.68	Rs.635.648	Rs.22,883/-

The above rates are exclusive of GST. Kindly quote the **service charge in percentage** as per above rates. Finalized service provider needs to be provide manpower in above 04 categories as per time to time requirement of Institute.

Institute will pay the emoluments as per above mentioned order and service provider needs to be pay the salaries of engaged employees through bank account only. Every month service provider needs to be submit challans of PF and ESI of engaged employees along with bill.

Wages will be calculated as per Central Government minimum wages act and wages will be enhanced if Government issued any further order in this regard.

As per the above 04 categories following posts are classified, finalized service provider needs to be provide manpower accordingly.

<b>Category</b>	<b>Suggested posts</b>
Unskilled	Gardener/Safai karmachari
Semi Skilled/Unskilled Supervisory	Attendant Cum Server
Skilled/Clerical	Data Entry Operator/Executive Assistant/Electrician/Supervisor
Highly Skilled	Office Assistant/Admn. Associate/ Receptionist

**Note:** Any other posts Equivalent to above posts is to be provided by the Service provider with same pay as per the above Category.

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File No.1/VDA(3)/2020-LS-II  
Government of India  
Ministry of Labour & Employment  
Office of the Chief Labour Commissioner(C)  
New Delhi

Dated: 08/5/2020

**ORDER**

In exercise of the powers conferred by Central Government vide Notification No. S.O. 188(E) dated 19<sup>th</sup> January, 2017 of the Ministry of Labour and Employment the undersigned, hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six months ending on 31.12.2019 reaching 324 from 310.83 (base 2001 = 100) and thereby resulting in an increase of 13.17 points for **Industrial Workers** as under. This order shall come into force w.e.f. 01.04.2020

The rates of Variable Dearness Allowance for employees employed in **CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES.**


Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	106	88	70
Semi-Skilled/Unskilled Supervisory	116	99	82
Skilled/Clerical	127	116	99
Highly Skilled	138	127	116

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.04.2020 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (in Rupees)		
	A Area	B Area	C Area
Unskilled	523+106=629	437+88=525	350+70=420
Semi-Skilled/Unskilled Supervisory	579+116=695	494+99=593	410+82=492
Skilled/ Clerical	637+127=764	579+116=695	494+99=593
Highly Skilled	693+138=831	637+127=764	579+116=695

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19<sup>th</sup> January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

  
(RAJAN VERMA)

CHIEF LABOUR COMMISSIONER(C)

As per list attached



## TENDER FOR EMPANELMENT OF MANPOWER SUPPLY AGENCY

### TECHNICAL BID

S.No.	Description	Details to be given by the Bidder
1.	Firm's Name and Full Postal Address	
2.	Name of the representative of the firm and his Telephone/Mobile No.	
3.	Date of Firm's Registration with details.	
4.	Firm's details (Corporate Body, Company, Proprietorship, Partnership etc.)	
5.	Service Tax Number	
6.	EPF Registration Number	
7.	ESI Registration Number	
8.	PAN Number	
9.	Labour License No.	
10.	Whether BIS/ISO certified. Give	
11	Whether the firm is medium, small or micro enterprises empanelled with MSME or larger enterprise or otherwise.	
12	Present/past experience in the field (Enclose the experience certificate ) List of 03 Government organizations/institutes where the firm providing similar services	
13	List of the manpower according to the cadre	List should be enclosed.
14	Financial status i.e. Annual turnover details. (Audited accounts & balance Sheet from CA shall be attached)	2017-18: Rs. _____ 2018-19 : Rs. _____ 2019-20 : Rs. _____

# **Financial Bid**

S.No	Details	Service charge in percentage
1.	Service Charges for A. Unskilled B. Semi Skilled/ Unskilled Supervisory C. Skilled/Clerical D. Highly Skilled	

**Note: Please mention your service charge in percentage in BOQ  
No need to quote your percentage here**

