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सीमा शुल्क आयुक्त कार्यालय सामान्य) का)

OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL) जवाहरलाल नेहरू कस्टम हाउस, न्हावा शेवा, तालुकाउरण, जिलारायगढ़ - महाराष्ट्र 400707. JAWAHARLAL NEHRU CUSTOM HOUSE, NHAVA SHEVA, TAL-

URAN,
DIST- RAIGAD, MAHARASHTRA – 400 707.

Fax: 022 27243303

No. S/43-01/2022-23/CHS/JNCH

Date: .12.2025

Notice Inviting E-Tender

Tel: 022 27244902

Annual Contract for Providing of Unskilled Manpower Services at JNCH

The Commissioner of Customs (General), Jawaharlal Nehru Custom House, Mumbai Customs Zone II hereinafter referred to as 'JNCH', invites **BIDS THROUGH GEM PORTAL** in two-bid systems (Technical & Financial) for providing twenty Seven (27) unskilled man-power on all working days to the maximum of 26 days in a month @ 8 hours per day on no work no pay basis for official purpose in the office under the jurisdiction of this office, Mumbai Zone - II, Jawaharlal Nehru Custom House, Nhava-Sheva, Tal: Uran, Distt.- Raigad, Maharashtra-400707 on contract basis for annual contract for providing Manpower Services at Jawaharlal Nehru Custom House, Nhava – Sheva.

Tenders are invited from authorized and reputed Service Providers/Contractors hereinafter referred to as 'The Service Provider' and having a minimum of three years' experience in this field. All prospective bidders are invited to submit their bids under Two Bid Systems for the subject work as detailed below in accordance with the tender/bid documents enclosed.

- 1. Scope of Work-Annexure A
- 2. Prequalification Conditions Annexure B
- 3. Terms & Conditions Annexure C
- 4. Format for Technical Bid-Annexure-D
- 5. Format for Financial Bid Annexure E

Deputy Commissioner of Customs CHS Section, JNCH

ANNEXURE-A

SCOPE OF WORK

The scope of work is to provide Twenty-Seven (27) unskilled man-power on all working days to the maximum of Twenty-Six (26) days in a month @ 08 hours on no work no pay basis for official purpose in the office under the jurisdiction of this office and to do the manual jobs such as shifting, arranging, cleaning of furniture, stores, records, stationery etc. anywhere in the jurisdiction of this office. All the odd jobs assigned to them.

ANNEXURE-B

PREQUALIFICATION CONDTIONS

1) The Bidder should have minimum experience of 03 years in providing unskilled manpower services out of which one single completed work should be of minimum

- Rupee 75 Lakhs and work completion certificate thereof shall be submitted along with the bid.
- 2) The Bidder should submit the attested copies of Income Tax Return (ITR), Balance Sheet as well as Profit & Loss statement of the last three (03) Financial Years i.e. 2022-23, 2023-24 and 2024-25.
- 3) The bidder should submit CA certificate for the turnover of the last three (03) Financial Years i.e., 2022-23, 2023-24 and 2024-25. The turnover for each single year should be minimum Rupees 50 Lakhs.
- 4) Attested copies of PAN & GST Registration shall be attached.
 - 5) The Bidder has to submit undertaking of having no police records against any of the directors/partners/proprietor, employees and company/firm in the past or present.
 - 6) The Bidder shall submit the self-certified copies of EPF, ESI registration documents along with the certificate of performance/experience from their past/present serving clients.
 - 7) The Bidder shall submit the self-certified copies of Labour Welfare Board Registration certificate and Labour License certificate. The Bidder should submit Profession Tax Registration.
- 8) The Bidder shall submit the self-certified copies of Shop & Establishment Licence of Maharashtra.
- 9) The firm should have a registered branch/office within 50 km radius of this Custom House as per Shop & Establishment Licence of Maharashtra.
- 10) **Earnest Money Deposit (EMD)** of 2,70,000/- (Rupee Two Lakhs Seventy Thousand Only), if applicable, by way of Demand Draft, in favour of 'The Commissioner of Customs (General), JNCH' should be submitted through Gem Portal. Bids received without requisite Earnest Money will be rejected out rightly. EMD exemptions will be as per Central Govt. rulings.
 - 11) The Bidder should not have been disqualified/blacklisted by any Govt./Semi Government Organization for similar work in the past. Self-declaration to this effect must be submitted at the time of bid submission.
 - 12) The bidder shall submit the self-declaration and certified copy of WAGE BREAKUP SHEET as per the prescribed minimum wages Act (Central Government), Variable Dearness Allowance and other Allied Labour Laws in respect of wages which revised periodically by the chief Labour Commissioner (Central) New Delhi, variable dearness allowance, EPF, ESI, Bonus and all the other applicable statutory benefits to the Loaders whichever and whenever applicable.

- 13) The Bidder shall submit Bank Solvency Certificate of Rs.50 lakhs from any Nationalized / Scheduled bank.
- 14) The Bidder should submit attested copies of GST/Service Tax return filings of minimum last 03 year.

SUBMISSION OF BIDS:

Bids have to be submitted through Gem Portal mode only on https://gem.gov.in, the attested documents should be uploaded through the same online portal only. Hard copy of the bid documents (except EMD) will not be accepted.

ANNEXURE-C

TERMS & CONDITIONS

- 1. **Earnest Money Deposit (EMD)** of 2,70,000/- (Rupee Two Lakhs Seventy Thousand Only), if applicable, by way of Demand Draft, in favour of 'The Commissioner of Customs (General), JNCH' should be submitted through Gem Portal. Bids received without requisite Earnest Money will be rejected out rightly. EMD exemptions will be as per Central Govt. rulings.
- 2. Labourers should not be below 18 years and above 45 years of age.
- 3. Working hours would be normally 8 hours between 10:00AM to 06:00 PM per day including half hour lunch break on daily working days. Labourers can be deployed to work beyond office hours and also on Saturday/Sunday and other gazetted holidays, if so, required.
- 4. Arrangement of proper substitute should be made immediately in case of absence of any labourer in case of providing the substitute, the cost of engaging a labourer will be borne by Contractor.
- 5. The Service Provider shall provide a substitute if any labourer leaves the job due to his/her personal reason.
- 6. Labourers deployed by the Service Provider should be polite, efficient, disciplined and having positive attitude towards the work.
- 7. If any damage other than normal wear and tear is done by the labourer engaged to this office property, the cost will be recovered from the Contractor.
- 8. The Contractor shall indemnify and shall keep this office indemnified against acts of omission or negligence, dishonesty or misconduct of the labourer. The damage caused by the labourer for the said act shall be charged to the contractor and recovered from his dues/hills.
- 9. The Bidder should strictly follow Minimum Wages Act (Central Government) and other Allied Labour Laws in respect of wages which revised periodically by the chief Labour Commissioner (Central) New Delhi, variable dearness allowance, EPF, ESI, Bonus and all the other applicable statutory benefits to the workers. It is also the responsibility of the Bidder to mandatorily subscribe to Employees Provident Fund, Insurance Scheme, Bonus and other applicable benefits.

- He should submit the details of such payments every month before the release of monthly payment to the service provider else payment would not be released till compliance.
- 10. The Contractor should make payment to the employees as per the Minimum Wages Act and other Allied Labour Laws. Accordingly, the quoted price by the bidder should be inclusive of wages as per Minimum Wages Act, Service Charges and Taxes.
- 11. Labourer shall have no claim for employment or absorption/regularization of services in this office.
- 12. The Service Provider shall replace immediately any of its labourer if he/she is unacceptable to this office because of security risk, incompetence, breach of confidentiality or improper conduct upon receiving written notice from this office.
- 13. The Service Provider should ensure that he can be approached at any time and message sent by e-mail/fax/special messenger from this office to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 14. This office reserves the right to terminate the contract at any time by giving one month notice to the Contractor and the Contractor can also terminate the contract by giving two months' notice to this office.
- 15. Payment to the Service Provider will be made on monthly basis only on presentation of the wage bill along with the certificate from the Sectional Head certifying that the services rendered were satisfactory and were in accordance with the attendance register maintained by the concerned section head. Income Tax shall be deducted at source as per the rates notified by the Income Tax Department
- 16. TDS will be deducted at source as per rule. A certificate showing the amount of TDS deducted will be provided to the Service Provider by this office to this effect.
- 17. The Service Provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them under the Laws whichever and whenever applicable. The Service Provider should ensure that wages are paid on time every month i.e. within 1st week of the following month. The payment to the Service Provider would be released once salaries to his employees are paid (declaration in this regard to be provided with every bill) and a certificate to this effect is produced by the Service Provider.
- 18. All damages caused by the personnel to the property of the Department shall be recovered from the Service Provider.
- 19. No other person except Service Provider's authorized representative shall be allowed to enter the Office premises.
- 20. Department will not be responsible for any dispute between Service Provider and workers of the Service Provider. This department will not be responsible for any dispute related to minimum wages, provident fund, ESIC, Bonus of workers of the service provider between the bidder, workers of the service provider and labour Commissioner. If any injury or mishap happens to the employee during the work hour the, Service Provider will bear the expenses.
- 21. The Contract will be for a maximum period of one year and this office reserves the right to extend the contract further, subject to satisfactory performance of the Service Provider.
- 22. This office reserves the right to postpone/and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.
- 23. The Service Providers are required to submit the complete rates/quotations only after satisfying each and every condition laid down in the terms & conditions.
- 24. Rates/quotations should be submitted and signed by the firm with its current business address.

- 25. The Tenderer shall sign and stamp each page of this Tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid.
- 26. The Contractors must comply with the rates/quotations, specification and all terms and conditions of contract. No deviation in the Terms and Conditions of the Contract shall be entertained unless specifically mentioned by the Service Provider in the rates/quotations and accepted by the Commissionerate.
- 27. Selected Service Provider/Contractor shall make an Agreement with 'The JNCH' as per the terms and conditions along with an Indemnity Bond ensuring that any legal issues in respect of payments of employees arising out of this contract will be their responsibility and they will bear all expense related to it.
- 28. The successful bidder is required to submit Performance Security equal to three per cent (3%) of the total bidding amount of the entire year, in the form of Electronic Performance Bank Guarantee valid till the end of contract with auto renewal clause from any nationalized/scheduled bank.
- 29. Selected Agency will be appointed on experimental basis for the first three months for evaluation of their performance, if not found satisfactory, their appointment will summarily be terminated.
- 30. For any clarification, site inspection etc. bidders may contact Superintendent of Customs (Preventive), CHS office. 1 floor, C Wing of this Custom House on any working day between 10:00 AM to 05:00 PM.
- 31. The persons engaged by the service provider is the employee of the service provider and shall remain under the control and supervision of the Service Provider and the Service Provider shall be liable for the wages and any other claim of the person so engaged. The Service Provider is to observe all the relevant laws relating to employment of person and assigned to this office (such as those relating to payment of minimum wages, employment of child labour etc.). There is no "Master & Servant" relationship between the employees of the service provider and the Hirer of the service (i.e. JNCH).
- 32. The vendor shall comply with all applicable laws of the Central / State Government and any other law for the time being in force including the Income Tax/GST Law etc. This office shall not be responsible for any dispute that may rise in connection with the subject service, between the vendor and any State or Central Government Department e.g. authorities dealing with the Minimum Wages, E.P.F. E.SI, Labour Laws, GST and Income Tax etc., or any local body.
- 33. The service provider shall not claim any benefit/compensation/absorption, regularization of services with this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department. The Service Provider shall also be liable for depositing all taxes (including GST) levies, cess etc. on account of Service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 34. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to Loaders deployed. This Department shall, in no way be responsible for settlement of such issues whatsoever.
- 35. The Department 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.
- 36. 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.
- 37. In case of termination of this contract on its expiry or otherwise, the Loaders deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation/concession for absorption in the regular/otherwise capacity in the Department.
- 38. The service provider's Loaders shall not claim any benefit/ compensation/ regularization or 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.

ANNEXURE-D

FORMAT FOR TECHNICAL BID

Sr.	Particulars 1			
No.				
1.	Name of the Service Provider			
	Full address of the Service Provider			
	Telephone No.			
	Fax No.			
	E-mail			
	Name of Representative with contact details			
2.	Bank details with MICR & IFSC (submit mandate form for			
	ECS payment)			
3.	PAN of the firm			
4.	GST Registration Number			
5.	Work Completion Certificate.			
6.	Income Tax Returns of the last 03 years i.e. 2022-23, 2023-			
	24 and 2024-25.			

7.	C.A. Certificate certifying for the period 2022-23, 2023-24	
	and 2024-25	
8.	Profession Tax Registration Number.	
9.	Provident Fund & ESIC Registration Number	
10.	Labour Welfare Board Registration Number	
11.	Labour License Registration Number	
12.	Shop & Establishment License	
13.	Proof of whether company/firm or its branch office is within	Yes/No
	50 Km radius of JNCH.	
14.	Details of EMD	
15.	Blacklisted by any PSU Banks/Govt. organisations (Self-	
	Certification to be given)	
16.	GST/Service Tax returns of last 3 year.	

Note: 1. Attested Photocopies of all above for proof should be attached.
2. Original copies should be provided at the time of award of the Contract.

• Arrange the documents in the sequence as mentioned above.

Signature and Stamp of the Firm

ANNEXURE-E

FORMAT FOR FINANCIAL BID

- 1. Name of the firm:
- 2. Bid ID Number:
- 3. Price Bid in Rupees (as in the table below)

The wages to be paid to the unskilled Manpower (Loader) deployed in this office should be as per the Minimum Wages Rates fixed by Government of India and State of Maharashtra Government from time to time and all corresponding statutory obligations such as Provident Fund Employee State Insurance, Bonus, etc. The Agency is required to submit a price bid in the following format only.

			Monthly		Category			,		
No.		day (in Rs.)			Monthly	Rs.)	(in			Amount per
				deployed	wages		Rs.)		(in Rs.)	Month
					(in Rs.)					without
										Taxes
		(Duty Cycle	(3x26*)	27**	4x5	(@ %	(@	(@ % of	(@ % of	(6+7+8+9+10)
		as per				of 6)	%	6)	6)	excl. GST
		Regulations)					of			
							6)			
1	2	3	4	5	6	7	8	9	10	11
1	Unskilled			27						
	Manpower(Loader)									

^{*26} days per month basis, may be changed if required

In case of tie, the lowest bidder will be decided on the basis of the average of the highest financial turnover during the last three financial years.

Note: If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

^{**} Number of Unskilled Manpower (Loader) may be increased or decreased as per requirement





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-12-2025 13:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-12-2025 13:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance		
विभाग का नाम/Department Name	Department Of Revenue		
संगठन का नाम/Organisation Name	Central Board Of Excise And Customs (cbec)		
कार्यालय का नाम/Office Name	Office Of The Commissioner Of Customs (general), Jawaharlal Nehru Custom House,		
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others		
अनुबंध अविध /Contract Period	1 Year(s)		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)		
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)		
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes		
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
अनुमानित बिड मूल्य /Estimated Bid Value	10350000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	270000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

COMMISSIONER OF CUSTOMS

Office Of The Commissioner Of Customs (general), Jawaharlal Nehru Custom House,, Department of Revenue, Central Board of Excise and Customs (CBEC), Ministry of Finance (Commissioner Of Customs)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
स्क्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
- 5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st

March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- 6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description: 1765965556.pdf

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required: 1765965621.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages $Act:\frac{1765965726.pdf}{2}$

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (27)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Skill Category	Unskilled	
Educational Qualification	Not Required	
Type of Function	Others	
List of Profiles	LOADER	

विवरण/ Specification	मूल्य/ Values		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
State	NA		
Zipcode	NA		
District	NA		
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes		
Name of states/ UT for geographical presence is required			
एडऑन /Addon(s)			
अतिरिक्त विवरण /Additional Details			
Title for Optional Allowances 1			
Title for Optional Allowances 2			
Title for Optional Allowances 3			
Designation			
Designation			

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Nem Prasad	400707,OFFICE OF COMMISSIONER OF CUSTOM(G) JNCH NAHAVA SHEVA URAN	27	 Minimum daily wage (INR) exclusive of GST: 805 Bonus (INR per day): 67.08 EDLI (INR per day): 4.03 EPF Admin Charge (INR per day): 4.03 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Estimated Number of Overtime Hours per Resource per Month: 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST): 0 ESI (INR per day): 26.16 Provident Fund (INR per day): 96.6 Number of working days in a month: 26 Tenure/ Duration of Employment (in months): 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

17. The Service Provider is responsible for payment of monthly salary including leave salary, bonus, gratuit y etc., to the personnel as applicable to them under the Laws whichever and whenever applicable.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the सामान्य नियम और शर्तै/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तै/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---