

F. No. A-54011/04/2015-Estt.(NPPA)
National Pharmaceutical Pricing Authority
Government of India
Ministry of Chemicals & Fertilizers
Department of Pharmaceuticals

3rd/5th Floor,
YMCA Cultural Centre Building,
1, Jai Singh Road, New Delhi
Dated 25th June, 2015

Subject: Outsourcing of Young Professionals (Pharma) and Young Professionals (Cost) in NPPA.

Sealed tenders are invited from experienced and reputed manpower supplying agencies for outsourcing of the services of Young Professionals (Pharma) and Young Professionals (Cost) in the National Pharmaceutical Pricing Authority (NPPA).

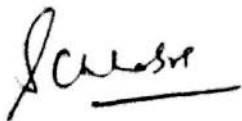
1. (a) The Young Professionals (Cost) supplied by the agency should be Commerce Graduate with Intermediate of ICWA/CA with complete knowledge of data feeding, and working knowledge of Windows, MS Office, Internet, etc. The candidate should be able to analyze cost data of pharma industry.

(b) The Young Professionals (Pharma) supplied by the agency should be Pharma Graduate / M. Pharma / M. Sc. (Chemistry/Life Sciences) with complete knowledge of data feeding and working knowledge of Windows, MS Office, Internet, etc. The candidates should be able to analyse technical data of pharma industry.

2. 05 (five) Young Professionals (Cost) and 07 (seven) Young Professionals (Pharma) are required at present. This number may be changed as per requirement at any time.

3. The period of contract would be 1 year subject to satisfactory performance. In case of unsatisfactory performance the contract will be terminated by giving one month notice. Rates quoted by the agency would be fixed for a period of 1 year inclusive of all statutory liabilities, taxes, etc. and any statutory increase in wages/DA etc is to be absorbed by the agency. No additional charge will be payable over and above the rate quoted. The wage/remuneration rate to be quoted per person on monthly basis for Young Professionals (Pharma) and Young Professionals (Cost) separately (see Annexure-III). Further, the amount/rate quoted should be rounded off to the nearest rupee.

4. The manpower will have to be supplied by the agency within 15 days of award of contract.



5. Terms and Conditions: As at Annexure I.
6. Only those who fulfill the following minimum criteria need submit their bids:-
 - (a) The manpower supplying agencies should have been in existence for not less than 2 years – Copy of registration as Man Power Supplying Agency should be enclosed with details of manpower supplied to various Departments/Organizations in the last 2 years.
 - (b) It should have been registered with the Government authorities concerned and a copy of each of the registrations [(i)-ESI registration (ii)-EPF registration] shall be attached with the bid.
 - (c) It should have PAN number and Service Tax registration proof. Necessary documents in this regard should be attached with the bid.
 - (d) It should not have been blacklisted by any Government organization. An Affidavit on a stamp paper that the Agency has not been blacklisted by any Government organization should be enclosed.
 - (e) It should be willing to take up the contract on the terms and conditions as at Annexure-I.
7. The selected Agency must ensure that mandatory deductions (EPF, ESI, EDLI, service tax, etc) are made and should provide a copy of the same each month, without fail, to NPPA.
8. An earnest money deposit of **Rs.15,000/ (Rs. FIFTEEN THOUSAND only)** in the form of Demand Draft Drawn in favour of P&AO, Department of Pharmaceuticals payable at New Delhi, must be submitted along with the technical bid, failing which the bid shall not be considered valid.
9. The tenders should be submitted in two sealed covers,
 - (A) The first sealed cover should be super scribed "Technical Bid" and should contain:-
 - (i) The proforma at Annexure-II duly filled in.
 - (ii) Agency profile, including previous experience of manpower supply to Government Departments, etc.
 - (iii) Acceptance of terms and conditions at Annexure-I.
 - (iv) Demand draft for earnest money deposit.
 - (v) All other required documents as stipulated in Para 6 above.
 - (B) The second sealed envelope super scribed 'Price Bid' should contain only rates which are to be quoted on monthly basis for normal duty of 8 hours per day per person for five days a week strictly in the format given at Annexure-III.
 - (C) Both the sealed covers should be placed in the main sealed envelope super scribed 'Tender for supply of YP(Cost) and YP (Pharma)'. This should be addressed to the Under Secretary (Admn.), National Pharmaceutical Pricing



Authority, 3rd/5th Floor, YMCA Cultural Centre Building, 1, Jai Singh Road, New Delhi-110001 and sent by post or hand delivered within 21 days from the publication of advertisement in the newspapers. If the office happens to be closed on the last day, the bids will be received on the next working day also.

10. (a) If the wage rates submitted by any Agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi, the bids of such Agency will not be considered. Firms/agencies will have the flexibility to quote wage rate higher than the minimum wages keeping in view the technical qualifications and nature of work required for both Young Professionals (Cost) and Young Professionals (Pharma).

10 (b) If a firm/agency quotes 'Nil' Agency charges/consideration, the bid shall be treated as unresponsive and will not be considered.

11. Bids will be opened by the Tender Evaluation Committee at 3:30 PM on the 17.07.2015 in NPPA in the presence of the participating bidders who may like to be present.

12. The Tender Evaluation Committee (TEC) will assess the ability of the agencies to supply requisite number of personnel on the basis of documents received. The agency selected by the TEC will have to send a panel of candidates with them to NPPA for a practical test/interview on the basis of which YP(Cost) and YP (Pharma) will be engaged.

13. If there is more than one eligible bidder who have quoted the same lowest rate, then the successful bidder will be selected by draw of lots.



(Sanjay Chhabra) 25/6/15

Under Secretary to the Govt. of India
Ph. 011-23746643.

TERMS AND CONDITIONS

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- (2) The persons supplied by the Agency should not have any Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to NPPA. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- (3) The service provider shall engage necessary number of persons as required by NPPA from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master & Servant or Employer and Employees relationship between the employees of the service provider and NPPA and further that the said persons of the service provider shall not claim any absorption in NPPA, in future.
- (4) The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in NPPA under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be required to be submitted by the service provider to NPPA.
- (5) The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, and administrative/organizational matters as all are confidential / secret in nature.
- (6) The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of NPPA. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (7) That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of NPPA.



(8) NPPA may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider 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 NPPA because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from NPPA.

(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 persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

(11) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider.

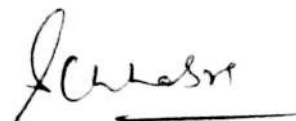
(12) Working hours would be normally from 9.30 A.M. to 6.00 P.M. during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late or come early and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required.

(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 NPPA shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of PF, Group Insurance of its employees engaged in NPPA.

(14) The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

(15) Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/their services were satisfactory and as per his/her attendance as per the bill preferred by the service provider.

(16) No wages/remuneration will be paid to any staff for the days of absence from duty.



(17) The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of NPPA.

(18) The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

(19) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from NPPA to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by NPPA in fulfillment of the contract from time to time.

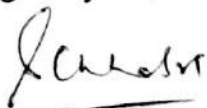
(20) NPPA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

(21) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If NPPA suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to NPPA for the same. The agency shall keep NPPA fully indemnified against any such loss or damage.

(22) NPPA will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

(23) The successful bidder shall furnish a security deposit equivalent to **Rs.75000/- (Rupees seventy five thousand only)** in the form of Fixed Deposit Receipt from Commercial bank/Bank Guarantee from a commercial bank for safeguarding the interest of the NPPA in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by NPPA or on non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the agency.

(24) The successful bidder will enter into an agreement with NPPA for supply of suitable and qualified manpower as per requirement of NPPA on these terms and conditions. The agreement will be valid for a period of 1 year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The Rates quoted by the agency




shall be fixed for a period of 1 year and no request for any change/modification shall be entertained before expiry of the period of 1 year. Any statutory increase in Wages/DA, etc. during this period is to be absorbed by the service provider. The contract/agreement is extendable on 1 year basis subject to satisfactory performance of the agency and such amendments as mutually agreed to.

(25) The service provider shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of NPPA.

(26) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the agency from NPPA shall be forfeited by NPPA.

(27) That 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 legal dues. In case of any dispute on account of the 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.

(28) In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Chairman, NPPA whose decision shall be binding on both the parties.



ANNEXURE-II

Sl. No.	Particular	To be filled by the tenderer
1.	Name of the Agency	
2.	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3.	Date of establishment of the agency (copy to be enclosed)	
4.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5.	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed)	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Service Tax Registration Number (Copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India.	
9.	Length of experience in the field.	
10.	Experience in dealing with Govt. Department (Indicate the names of the Department and attach copies of contracts order placed on the agency)	
11.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached.	
12.	Whether agency profile is attached	
13.	List of other clients.	

ANNEXURE-III

PROFORMA FOR FINANCIAL BID

Composite Rate (including all statutory payments and agency's service charge) per person/month. Item wise break up as given under should be shown:

S.No	Item	Amount [YP (Cost)]	Amount [YP (Pharma)]	Remarks
1.	Wages			Amount/rate should be rounded off to nearest rupee.
2.	E.S.I.			
3.	E.P.F.			
4.	EDLI			
5.	Service Charge/Agency Charge			
6.	Service Tax			
7.	Others, if any			
	Total			

2. Any other points to be mentioned: