

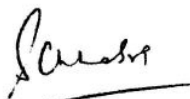
F. No. A-54011/19/2016-Estt(NPPA)
National Pharmaceutical Pricing Authority
Government of India
Ministry of Chemicals & Fertilizers
Department of Pharmaceuticals

3rd/5th Floor,
YMCA Cultural Centre Building,
1, Jai Singh Road, New Delhi
Dated: 20th October, 2016

Subject: Outsourcing of Data Entry Operators in NPPA.

Sealed tenders are invited from experienced and reputed manpower supplying agencies for outsourcing of the services of Data Entry Operators (DEOs) in the National Pharmaceutical Pricing Authority (NPPA).

1. The DEOs supplied by the agency should be Graduates or equivalent/holding a Bachelor's Degree. They should also have good knowledge of Windows, MS Office, internet, etc. and typing speed of minimum 30 words per minute on computer. The candidate should be able to take dictation directly on the computer.
2. 15 (fifteen) DEOs are required at present. Out of these, 2-3 DEOs should know Hindi typing. 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. The rates quoted by the agency shall be fixed for a period of 1 year and no increase in rates shall be allowed except on account of increase in statutory/mandatory payments such as minimum wages, EPF, ESI, taxes, etc. No additional charge will be payable over and above the rate quoted. The firms shall quote their rates on per person per month basis for DEOs (see Annexure-III).
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 firm should have necessary licence/registration certificate to provide the services of Data Entry Operators in Delhi,



- (b) The firm should have completed satisfactorily at least 5 work orders of one year and above for providing the services of Data Entry Operators in Central/State Government offices/PSUs (necessary copies of work orders and satisfactory performance certificates should be attached with the bid).
- (c) The firm should be registered with concerned EPF and ESI authorities (copies of necessary documents should be attached with the bid).
- (d) The firm should have PAN number and Service Tax registration number (copies of necessary documents should be attached with the bid).
- (e) The firm/agency should neither be blacklisted by any Government Department/PSU nor any criminal case should be registered/pending against the firm/agency or its partners/owners. An undertaking in this regard should be submitted by the firm/agency.
- (f) None of the near relatives of the owners/partners of the firm are working in NPPA on a permanent/ temporary basis (an undertaking in this regard shall be submitted by the firm with the bid)
- (g) It should be willing to take up the contract on the terms and conditions as at Annexure-I.

7. It shall be the sole responsibility of the selected firm/agency to deposit payments towards EPF, ESI, EDLI, service tax, etc with concerned government authorities in time and to send necessary documentary proof in this regard to NPPA.

8. An earnest money deposit of Rs.10,000/ (Rs. ten thousand only) in the form of Demand Draft drawn in favour of PAO, Department of Pharmaceuticals payable at New Delhi, must be submitted along with the technical bid, failing which the bid shall not be considered valid. But firms registered with the Ministry of Micro, Small and Medium Enterprises will be exempted from depositing earnest money subject to submission of copy of necessary certificate from MSME.

9. The tenders should be submitted in two sealed covers:

- (A) The first sealed cover should be superscribed "Technical Bid" and should contain:-
 - (i) The proforma at Annexure-II duly filled in along with necessary enclosures.
 - (ii) Acceptance of terms and conditions at Annexure-I.
 - (iii) Demand draft for earnest money deposit.
 - (iv) All other required documents as stipulated in the tender document.
- (B) The second sealed envelope superscribed 'Price Bid' should contain only rates which are to be quoted on per person per month basis for normal duty of 8 hours per day strictly in the format given at Annexure-III. The normal working hours of NPPA is from 9:30 AM to 6:00 PM (Monday to Friday), but in case of



exigency of work, DEOs may be asked to come office early or sit late or attend office on holidays also for which no additional payment shall be made.

(C) Both the sealed covers should be placed in the main sealed envelope superscribed 'Tender for supply of DEOs'. 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. **The last date of receipt of bids/tenders is 10.11.2016.** 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 quoted by any firm/Agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi, the bids of such firm/Agency will not be considered.

10. (b) If the ESI, EPF, Administrative Charge, EDLI rates, etc. are not quoted as per the prescribed rates of the Government, the bids of such firm/agency shall not be considered.

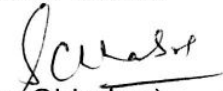
10. (c) If a firm/agency quotes 'Nil' towards agency service charges/consideration, the bid shall be treated as unresponsive and will not be considered.

11. **Bids will be opened by the Tender Opening & Evaluation Committee at 3:30 PM on 11.11.2016** in NPPA in the presence of the participating bidders who may like to be present.

12. The Tender Opening & Evaluation Committee will assess the ability of the agencies to supply requisite number of personnel on the basis of documents received. The agency selected by the tender committee will have to send a panel of Data Entry Operators with them to NPPA for a practical test/interview on the basis of which Data Entry Operators will be engaged.

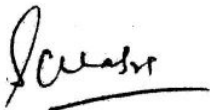
13. If there is more than one eligible bidder who have quoted the same lowest rate, then the successful bidder will be selected by draw of lots.

SANJAY CHHABRA
Under Secretary
National Pharmaceutical Pricing Authority
Deptt of Pharmaceutical
Ministry of Chemicals & Fertilizers
New Delhi-110001


(Sanjay Chhabra) 20/11/16
Under Secretary to the Govt. of India
Ph. 011-23746643

Copy to:

- (i) US (SKJ), Department of Pharmaceuticals, Shastri Bhawan, New Delhi: With the request to upload the same on the e-procurement portal.
- (ii) Consultant (VKT), Department of Pharmaceuticals : With the request to upload the same on the website of the Department of Pharmaceuticals.
- (iii) NIC, NPPA – with the request to upload the above tender document on the website of NPPA under 'Tender Notices' and 'What's New' heads



TERMS AND CONDITIONS

- (1) 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 shall be the responsibility of the firm. 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 and all statutory dues every month. There shall be 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 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 come early or sit late and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required, for which no additional payment shall be made.

(13) That the agency will be wholly and exclusively responsible for payment of wages and other benefits to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to them 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 EPF, ESI, etc 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 them 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 firm shall deposit 10% of the annual value of the contract as security deposit in the form of Bank Guarantee/ Fixed Deposit (valid for a period of 15 months) of a nationalized bank drawn in favour of Pay and Accounts Officer, Department of Pharmaceuticals, New Delhi which will be refunded to firm on successful completion of contract, after meeting the liability, if any, due to NPPA. The security deposit shall 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 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 increase in rates shall be allowed except on account of increase in statutory/mandatory payments such as minimum wages, EPF, ESI, taxes, etc. No additional charge will be payable over and above the rate quoted. The contract/agreement shall



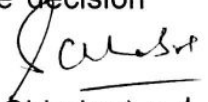
be extendable on 1 year basis subject to satisfactory performance of the agency and such amendments as mutually agreed to.

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

(26) The contract can be terminated by either party by giving three month's notice in advance. However, NPPA reserves the right to terminate the contract at any time without assigning any reason and without giving any notice. The decision of the NPPA in this regard shall be final and binding on the contractor.

(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.


(Sanjay Chhabra) 2/2/16
Under Secretary to the Govt. of India
Ph. 011-23746643

SANJAY CHHABRA
Under Secretary
National Pharmaceutical Pricing Authority
Deptt. of Pharmaceutical
Ministry of Chemicals & Fertilizers
New Delhi-110001

Technical Bid

Sl. No.	Particulars	To be filled by the tenderer
1.	Name of the Firm/Agency	
2.	Details of EMD	
	Amount	
	Draft No.	
	Date	
	Issuing Bank	
3.	Date of establishment of the agency/firm	
4.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person.	
5.	Whether the firm has necessary licence /registration certificate to provide the services of Data Entry Operators in Delhi. If yes, a copy of the same should be enclosed.	
6.	Whether the firm is registered with all concerned Government Authorities like EPF, ESI, etc. If yes, please enclose necessary documentary proof)	
7.	PAN, TIN and VAT Number of the firm (copy to be enclosed)	
8.	Service Tax Registration Number (copy to be enclosed)	
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered/pending against the firm or its owner/ partner anywhere in India. If no, please enclose an undertaking in this regard.	
10.	Length of experience of providing the services of Data Entry Operators to the offices of Central / State Govt. offices or Central/ State PSUs. (please enclose documentary proof)	
11.	Whether the firm has completed satisfactorily at least 5 work orders of one year and above for providing the services of Data Entry Operators in Central/State Government offices/PSUs. If yes, please enclose necessary copies of work orders and satisfactory performance certificates.	
12.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
13.	Whether the firm has submitted an undertaking that none of the near relatives of the owners/partners of the firm are working in NPPA on a permanent/ temporary basis.	
14.	Whether agency profile is attached	
15.	List of other clients	

Signature of the authorized person of the firm/agency with date and stamp

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	Rate per DEO per month (Amount in Rs)	Remarks
1.	Wages		Amount/rate shall be rounded off to the next rupee.
2.	E.S.I.		
3.	E.P.F.		
4.	Administrative Charge		
5.	EDLI		
6.	Other charges, if any		
7.	Agency Service Charge		
8.	Service Tax		
9.	Total (for 01 DEO)		
10.	Total for 15 DEOs)		

Signature of the authorized person of the agency with date and stamp

