

F. No. 54011/09/2017-Estt.(NPPA)
Government of India
Ministry of Chemicals & Fertilizers
Department of Pharmaceuticals
National Pharmaceutical Pricing Authority

3rd/5th Floor
YMCA Cultural Centre Building
1, Jai Singh Road, New Delhi
Dated 27th April, 2018

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 twelve Young Professionals (YP) in the National Pharmaceutical Pricing Authority (NPPA) as detailed below:

- A. Five (5) Young Professionals (Cost) - Commerce Graduate with Intermediate of ICWA/CA and complete knowledge of data feeding, use of Windows, MS Office, Internet, etc. The candidate should be able to analyze technical data of pharma industry. Persons having experience in similar work shall be given preference.
 - B. Seven (7) Young Professionals (Pharma) - Pharma Graduate/ M. Pharma/ M. Sc. (Chemistry/ Life Sciences) with complete knowledge of data feeding and use of Windows, MS Office, Internet, etc. The candidates should be able to analyse technical data of pharma industry. Persons having experience in similar work shall be given preference.
2. This number of persons required may be changed at any time as per requirement.
 3. The period of contract would be one year, subject to satisfactory performance. In case of unsatisfactory performance, the contract will be terminated by giving one month's notice. The rates quoted by the agency shall be fixed for a period of one 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 separately for Young Professional (Cost) and Young Professional (Pharma) in Annexure-III.
 4. The agency selected by the tender committee will have to send within fifteen (15) days of award of contract a panel of YP (Cost) and YP (Pharma) to NPPA for a practical test/ conversation to assess their suitability. The manpower will have to be supplied by the agency within a period of one week from the date of communication of the list of acceptable YPs. Thereafter, whenever any YP

leaves the work or is removed by NPPA, the agency will have to provide a replacement within a period of fifteen (15) days from the date of communication by NPPA. If manpower is not provided by the agency as prescribed above, a penalty of Rs. 200 (Rupees two hundred) per day per YP shall be levied and deducted from the bill.

5. Other terms and Conditions are given at Annexure I.
6. Only those who fulfill the following minimum criteria may submit their bids:-
 - (a) The firm should have necessary licence / registration certificate to provide the manpower services in Delhi,
 - (b) The firm should have completed satisfactorily at least five (5) work orders of one year duration and above for providing manpower services in Central/ State Government offices/ PSUs (necessary self-certified copies of work orders and satisfactory performance certificates should be attached with the bid).
 - (c) The firm should be registered with concerned authorities, including EPF and ESI (copies of necessary documents should be attached with the bid).
 - (d) The firm should have PAN number and GST number (self-certified 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 all the statutory payments with concerned government authorities regularly, including payment towards EPF, ESI, taxes, etc. well in time and 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. The firms registered with the Ministry of Micro, Small and Medium Enterprises are, however, exempted from depositing earnest money subject to submission of self-certified copy of necessary certificate from MSME.

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

(A) The first sealed cover superscribed as "Technical Bid" and should contain:-

- (i) Acceptance of terms and conditions as per Annexure-I.
- (ii) Annexure-II, duly filled in along with necessary enclosures.
- (iii) Demand draft for earnest money deposit.
- (iv) All other required documents as stipulated in the tender document.

(B) The second sealed envelope superscribed as "Price Bid" strictly in the format given as at Annexure-III. Price Bid should contain only rates, which are to be quoted on per person per month basis for normal working hours of 8 hours per day (excluding lunch period of thirty minutes). The normal working hours of NPPA is from 9:30 AM to 6:00 PM (Monday to Friday). In case of exigency of work, as found appropriate by NPPA, YPs may be asked to come office early or sit late or attend office on weekends/ 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 Young Professionals". This should be sent by Speed Post or delivered by hand and addressed to the Under Secretary (Admn.), National Pharmaceutical Pricing Authority, 5th Floor, YMCA Cultural Centre Building, 1, Jai Singh Road, New Delhi-110001. **The last date of receipt of bids/tenders is 18.05.2018 (Friday).** If the office happens to be closed on 18.05.2018, the last day of receipt of bid shall be the next working day.

10.

- a. If the rates quoted by a 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.
- b. If the statutory payments, including ESI, EPF, Administrative Charge, EDLI rates, etc. are not quoted as per the prescribed rates of the Government and other authorities, the bids of such firm/ agency shall not be considered.
- 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. **All documents provided by the firm/ agency, along with the technical bid, must be numbered and relevant page numbers of the document(s) must be mentioned in the index column in the technical bid (Annexure-II)**

12. **Bids will be opened by the Tender Opening & Evaluation Committee at 3:30 PM on 21.05.2018** (Monday) (or on the next working day if 21.5.2018 happens to be a holiday) in the Conference Room of NPPA at 3rd Floor, YMCA Building, New Delhi in the presence of the participating bidders who may like to be present.

13. 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 YP (Cost) and YP (Pharma) to NPPA for a practical test/ conversation to assess their suitability.

14. 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.

(Rajesh K. Agrawal)
Director
Ph. 011-23345177.

Copy to:

- (i) US (Est/ Admn), 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

ANNEXURE-I

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 person should be got verified by the service provider before their deployment. Collecting proofs of identity, like Aadhar, 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.
- (2) The service provider shall engage necessary number of persons as required by NPPA from time to time. The persons so 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 clear all statutory dues every month. There shall be no Master & Servant or Employer and Employee relationship between the persons so deployed (employees of the service provider) and NPPA. Further, the persons so engaged by the service provider shall not claim continuation or any form of absorption in service against present or future vacancies in NPPA or any other department/ office/ organization of government of India at any point of time.
- (3) The agency selected by the tender committee will have to send within fifteen (15) days of award of contract a panel of YP (Cost) and YP (Pharma) to NPPA for a practical test/ conversation to assess their suitability. The manpower will have to be supplied by the agency within a period of one week from the date of communication of the list of acceptable YPs. Thereafter, whenever any YP leaves the work or is removed by NPPA, the agency will have to provide a replacement within a period of fifteen (15) days from the date of communication by NPPA. If manpower is not provided by the agency as prescribed above, a penalty of Rs. 200 (Rupees two hundred) per day per YP shall be levied and deducted from the bill.
- (4) The persons so deployed by the service provider 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 or any other Act/ Rules. Undertakings from the persons to this effect shall be required to be submitted by the service provider to NPPA before their deployment.
- (5) The persons so deployed shall not divulge or disclose any data/ information, including office operation process, technical know-how, security

arrangements, and administrative/ organizational matters in any form to any person as all are confidential/ secret in nature.

(6) The persons so deployed should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of NPPA. The service provider shall be responsible for any act of indiscipline on the part of persons so deployed. They shall not quarrel and interfere with the duties of the officers/ officials of NPPA and other persons engaged by NPPA.

(7) That the persons so deployed shall not be below the age of 18 years.

(8) NPPA may require the service provider to remove immediately from the site of work any person or persons so deployed who may be incompetent or for his/ her/ their act of misconduct. The service provider shall replace within a period of five working days 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 or for any reason as deemed fit by NPPA upon receiving written notice from NPPA.

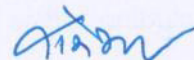
(9) The service provider has to provide photo identity cards to the persons employed by him/ her for carrying out the work. These cards are to be constantly displayed & their loss is reported immediately for immediate replacement of card by the service provider.

(10) The service provider shall ensure proper conduct of its persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

(11) NPPA shall not be responsible for transportation, food, medical, etc. in respect of persons so deployed. Statutory requirements in respect of persons so deployed shall be sole responsibility of the service provider.

(12) Normal Working hours at NPPA are from 9.30 A.M. to 6.00 P.M. during all working days, including half 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, for which no additional payment shall be made.

(13) The agency will be wholly and exclusively responsible for payment of wages and other benefits to the persons so deployed in compliance with all the statutory obligations under all related legislations as applicable to them from time to time, including Minimum Wages Act, Employees Provident Fund, ESIC Act, etc. NPPA shall not be liable for any lapses or expenditure whatsoever in respect of the persons so deployed on account of any obligation. The agency will require to provide particulars of EPF, ESI, etc in respect of the persons so deployed.



- (14) The service provider will submit the bill in respect of a particular month in the first week of the following month. The payment will be released after deduction of taxes deductible at source under the laws in force and sum due against the agency, if any.
- (15) Payments to the service provider will be strictly as per their attendance and on certification by the officer with whom the persons so deployed is/ are certifying that their services were satisfactory.
- (16) No payment will be made in respect of any of the persons so deployed for the days of absence from duty. However, they may be allowed one day's paid leave for every completed month.
- (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 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 from time to time in fulfillment of the contract.
- (20) NPPA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the persons so deployed by 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 persons so deployed, if any, 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 their part. If NPPA suffers any loss or damage on account of negligence, default or theft on the part of the persons so deployed by, the agency shall be liable to make good to NPPA the cost as determined by NPPA. The agency shall keep NPPA fully indemnified against any such loss or damage to NPPA or to third party.
- (22) 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 the firm on successful completion of contract, after meeting all liabilities, 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 any non-compliance of any of the terms of agreement by the service provider.

(23) The successful bidder shall 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 one year and shall continue to be in force in the same manner unless terminated in writing. No additional charge will be payable over and above the rate quoted. The contract/agreement shall be extendable subject to satisfactory performance of the agency and such amendments as mutually agreed to.

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

(25) The contract can be terminated by the agency 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.

(26) On expiry of the agreement, as mentioned above, the agency will withdraw all the persons so deployed and clear their accounts by paying them all their legal dues. In case of any dispute between the agency and the persons so deployed on account of termination of the contract or non-employment, it shall be the sole responsibility of the agency to pay and settle the same.

(27) 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 final and binding.

(28) No cutting/ overwriting/ correcting fluid or any other method of alteration shall be permissible and such bids shall be considered.



(Rajesh K Agrawal)
Director
23345177

Technical Bid**Annexure-II**

Sl. No.	Particulars	To be filled by the tenderer	Index Page No.
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 manpower services 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 number of the firm (copy to be enclosed)		
8.	GST Number of the firm (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 similar manpower services 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 manpower services 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		

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	Amount in Rs [Rate per YP (Cost) per month]	Amount in Rs [Rate per YP (Pharma) per month]
1.	Wages		
2.	E.S.I.		
3.	E.P.F.		
4.	Administration Charge		
5.	EDLI		
6.	Other charges, if any		
7.	Agency Service Charge		
	Sub-total		
8.	GST		
9.	Total (for one YP per month)		

(Total amount in words)

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

