

F.No.A-12011/01/2016-Estt.  
Government of India  
Ministry of Chemicals & Fertilizers  
Department of Pharmaceuticals  
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Shastri Bhawan, New Delhi  
Dated 11<sup>th</sup> March, 2016

**OFFICE MEMORANDUM**

Subject: Uploading of Tender Document for outsourcing of Data Entry Operators in the Department of Pharmaceuticals-regarding.  
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The undersigned is directed to enclose the tender document for outsourcing of Data Entry Operators for uploading on the Official Website of Department of Pharmaceuticals.

2. You are, therefore, requested to upload this tender document on the Official Website of Department of Pharmaceuticals.

  
(S.R. Meena)

Under Secretary to the Govt. of India  
Ph: 23382096

Encl: As stated above.

To

Shri V.K. Tyagi  
Consultant,  
Department of Pharmaceuticals.

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Government of India  
Ministry of Chemicals & Fertilizers  
Department of Pharmaceuticals  
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Shastri Bhawan, New Delhi  
Dated 11<sup>th</sup> March, 2016

Subject: Outsourcing of Data Entry Operators in Department of Pharmaceuticals.

Sealed tenders are invited from experienced and reputed (Data Entry Operators) manpower supplying agencies for outsourcing of the services of Data Entry Operators in the Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers.

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 of minimum 30 words per minute on computer. The candidate should be able to take dictation directly on the computer.
2. 19 (Nineteen) Data Entry Operator are required at present. Out of these, 2-3 DEOs should have working knowledge of Hindi including typing in Hindi on Computer. This number may change as per requirement at any time.
3. The period of contract would be 2 year subject to satisfactory performance. In case of unsatisfactory performance the contract will be terminated by giving one month notice. Service Charge/rates quoted by the agency would be paid according to the condition laid down by Labour Department of Govt. of NCT of Delhi.
4. The manpower will have to be supplied by the agency within 7 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 5 years – Copy of registration valid (ST-2 Form issued by Central Board of Excise and Customs) as Man Power Supplying Agency should be enclosed with details of manpower supplied to various Departments/Organizations in the last 5 years. Have a turnover of more than Rs. 1 Crore per annum for the last 3 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 viz. ST-2 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 should ensure that mandatory deductions (EPF and ESI) are made and should provide a copy of the same each month, without fail, to the Department.



8. An earnest money deposit of Rs.20,000/ (Rs. twenty thousand only) in the form of Demand Draft Drawn in favour of the Drawing and Disbursing Officer, Department of Pharmaceuticals, Shastri Bhawan, New Delhi, may 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 on prepage.

(B) The second sealed envelope super scribed 'Price Bid' should contain only rates which is to be quoted on monthly basis for normal duty hours per day per person for five day a week (Annexure-III).

(C) Both the sealed covers should be placed in the main sealed envelope super scribed 'Tender for supply of Outsourced Staff'. This should be addressed to the Section Officer (Estt.), Department of Pharmaceuticals, Garage No.32,( Near Gate no.1), Ground Floor, Shastri Bhawan, New Delhi and sent by post or hand delivered latest by 3:00 P.M. on 30.03.2016

10. If the rates/quotations (wages plus the statutory contributions like EPF, ESIC, etc.) 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 an Agency will not be considered.

11. Technical bids will be opened by the Tender Opening Committee at 3.30 PM on 30.03.2016 in the Department of Pharmaceuticals in the presence of the participating bidders who may like to be present. If the last date happens to be a holiday, then on next working days. The date of opening of Financial bid will be intimated to the successful bidders in due course.

12. The Tender 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, registered with them to this Department, for a practical test 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.

(S.R. Meena)

Under Secretary to the Govt. of India  
Ph. 011-23382096.



**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 person supplied by 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 etc and recent photograph and a certification to this effect submitted to this Department. 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 this Department from time to time. The said persons engaged by the service provider shall be the employee 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 this Department and further that the said person of the service provider shall not claim any absorption in Department of Pharmaceuticals, in future.
- (4) The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in this Department 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 this Department.
- (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 there are confidential/secret in nature.
- (6) The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of 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 the Department.
- (8) The Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service 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 this Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department.
- (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 person of the service provider shall be responsibility of the service provider.
- (12) Working hours would be normally from 9.00 A.M. to 5.30 P.M. during working days including  $\frac{1}{2}$  an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required.
- (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 this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any such obligation. The agency will require to provide particulars of EPF, Group Insurance of its employees engaged in this Department.
- (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 person is attached that his/their services were satisfactory and as per his/their attendance as per the bill preferred by the service provider.
- (16) Data Entry Operators shall be eligible for 08 days leave during the period of 1 year. However unavailed leave cannot be carry forward in case of extension beyond 1 year. No wage/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 this Department.
- (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 this Department to the service provider, shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this Department in fulfillment of the contract from time to time.
- (20) This Department 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 equipment's 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 this Department 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 this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.



(22) This Department 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.2,00,000/- (Rupees two lakhs only) in the form of an account payee demand draft drawn in favour of the Drawing and Disbursing Officer, Department of Pharmaceuticals payable at Delhi /Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Department 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 this Department 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 this Department for supply of suitable and qualified manpower as per requirement of this Department 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 service charges/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 applicable as per Order/Notification issued by Labour Department Government of NCT of Delhi from time to time. 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 this Department.

(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 this Department shall be forfeited by the Department.

(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 Secretary, Department of Pharmaceuticals whose decision shall be binding on both the parties.

(29) 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 5 years – Copy of registration as Man Power Supplying Agency should be enclosed with details of manpower supplied to various Departments/Organizations in the last 5 years.

(B) It should have been registered with the Government authorities concerned for supply of manpower and a copy of each of the registrations [(i)-Service Tax registration (ii)-ESI registration (iii)-EPF registration] shall be attached with the bid.

**ANNEXURE-II**

Sl. No.	Particular	To be filled by the tendered
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	
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.	ESI Regn. No. of the firm (copy to be enclosed alongwith the copy of challan/proof for depositing ESI contribution for the last six months)	
9.	EPF Regn. No. of the firm (copy to be enclosed alongwith the copy of challan/proof of depositing EPF contribution for the last six months)	
10.	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.	
11.	Length of experience in the field.	
12.	Experience in dealing with Govt. Department (Indicate the names of the Department and attach copies of contracts order placed on the agency)	
13.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached.	
14.	Whether agency profile is attached	
15.	List of other clients.	
16.	Last three years Balance Sheet with turnover not less than Rs. 1 Crore for each year.	



**PROFORMA FOR FINANCIAL BID**

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

<b>S. No.</b>	<b>Item</b>	<b>Amount</b>
1.	Wages	
2.	E.S.I.	
3.	E.P.F.	
4.	Service Charge/Agency Charge	
5.	Service Tax	
6.	OTA	
	Total	

2. Any other points to be mentioned:



### UNDERTAKING

Undertakings on a non-judicial stamp paper of Rs.50/- as mentioned below:-

- a. That the agency will perform any other work of similar nature assigned to it by the Department from time to time during contract period.
- b. That the Agency will provide the services of duly trained personnel.
- c. That the Agency shall not engage any sub-contractor or transfer the contract to any other agency/person.
- d. That any Government Agency/Undertaking/Institution has not blacklisted the Agency.
- e. That the Agency has not been debarred from working in any Government Organisation.
- f. That the Agency will depute only those persons whose antecedents have been verified by the Agency.
- g. That the Agency shall be responsible for all injuries and accidents to persons employed by it.