

F.No.A-12011/5/2015-Estt.
Government of India
Ministry of Chemicals & Fertilizers
Department of Pharmaceuticals

Shastri Bhawan, New Delhi
Dated: 3rd September, 2015

To,

1. As per list enclosed
2. Website of the Department.

Subject: Limited tender for outsourcing of Car Driver in the Department of Pharmaceuticals.

Sir,

I am directed to invite Expression of Interest (EOI) for outsourcing of services of 2 Car Drivers in the Department of Pharmaceuticals. A copy of EOI is enclosed. The tender document should be addressed to Section Officer (Establishment), Garage No.32, (Near Gate No.1), Ground Floor, Shastri Bhawan, New Delhi-110001 and should reach this Department by 3.00 PM on 24.09.2015.

Yours faithfully

(S.R. Meena)
Under Secretary to the Government of India
Tele:23382096

List of Agencies

S.No.	Name of the Manpower Supplying Agencies & Address
1.	M/s Suraj Security & Consultancy P. Ltd., No.4453, Defence Colony, District, Jind, Haryana-126102
2.	M/s Hous Tec India P. Ltd., P-37-38, Gomti Complex, Pandav Nagar, Mayur Vihar Phase-1, New Delhi-110091.
3.	M/s Vishal International, B-8/24, Krishna Nagar, Delhi-110051
4.	M/s Bedi & Bedi Associates P. Ltd, F-54, 1 st Floor, D.B. Gupta Market, Karol Bagh, Delhi.
5.	M/s GA Digital Web World P. Ltd., Hargovind Enclave, Vikas Marg, Extn. Delhi
6.	M/s Showtime Advertisement P. Ltd., J-8, Bhim Nagari Appartments, Safdarjung Development Area, New Delhi-110016
7.	M/s AIM Consultant P. Ltd., Satyam House, 101, 1 st Floor, 4327/3, Ansari Road, Daryaganj, New Delhi-110002.
8.	M/s Pravidhi India, Sector-12, Pratap Vihar, Ghaziabad-201009
9.	M/s Tushar Enterprises, 13 C Diz Area Sector 4 Connaught Place, New Delhi – 110001.
10.	M/s Sybex Computer Systems P. Ltd., Lajpat Nagar, Delhi-IV, Delhi-24
11.	M/s Alankit Assignments, 205-208, Anarkali Complex, Jhandewalan Extension, New Delhi-110055
12.	M/s Focus Executive Search, 308/4, A.J. Chambers, Naiwala, Karol Bagh, New Delhi-110005.
13.	M/s Neat & Clean, E-218, Gali No.7, East Vinod Nagar, Near Mayur Vihar, Ph-II, Delhi-110091
14.	M/s Vintage Facility Management Solutions Pvt. Ltd., 2162/4, G-3, Main Patel Road, West Patel Nagar, New Delhi-110008
15.	M/s Saash Solutions, RZ-D45, Syndicate Enclave, Raghu Nagar, New Delhi-110045

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Subject: Outsourcing of Car Drivers in the Department of Pharmaceuticals.

Sealed tender are invited for outsourcing of the services of Car Driver in the Department of Pharmaceuticals.

2. Candidates should be at least Class 10th pass and should have valid commercial driving licenses.
3. 2 Drivers are required at present.
4. 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. Service Charges/rate quoted by the agency would be paid accordingly to Labur Department, Govt. of NCT of Delhi.
5. The manpower will have to be supplied by the agency within 5 days of award of contract.
6. Terms and Conditions: As at Annexure I.
7. 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 3 year.
 - (b) It should have been registered with the Government authorities concerned.
 - (c) It should have PAN number and Service Tax registration proof.
 - (d) It should not have been blacklisted by any Government organization.
8. Following document should be submitted for assessing eligibility for short listing:
 - (a) Proof that company is in operation at least for last three years.
 - (b) Copy of registration as Man Power Supplying Agency should be enclosed with details of manpower supplied to various Departments/organization.
 - (c) A copy of each of the registrations [(i)-ESI registration (ii)-EPF registrations].
 - (d) Satisfactory service certificate from two Government Departments not below Under Secretary rank Officer should be enclosed with tender document.
 - (e) Necessary documents regarding PAN number and Service Tax registration proof.
 - (f) An undertaking that the agency has not be black listed by any Govt. organization should be enclosed.

9. If the rate/quotations (wages plus the statutory contributions like EPF, ESI etc.) submitted by any Agency are found to be less than the minimum wages in respect of skilled worker/matriculated notified by the Labour Department, Government of NCT of Delhi, the bids of such as Agency will not be considered. Any bid quoting nil consideration towards service/Agency charge will not be entertained and will be rejected as per M/o Finance guidelines/instructions.

10. An earnest money deposit of Rs. 20,000/- (Rupee. Twenty Thousand only) in the form of Demand Draft Drawn in favour of the Drawing and Disbursing Officer, Department of Pharmaceuticals, may be submitted along with the technical bid, failing which the bid shall not be considered valid.

11. 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) All the other required documents as stated in point 8 on pre page.
 - (iv) Demand draft for earnest money deposit.
 - (v) Acceptance of terms and conditions at Annexure-I.
- (B) The second sealed envelope super scribed 'Price Bid' should contain rates which is to be quoted on monthly basis for normal duty of 8 hours per day per person for five day a week as per 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 (Tele:23381684) and send by post or hand delivered latest by **24.09.2015**.
- (D) Procedure of selection lowest bidder- The lowest bidder (L1) will be selected on the basis of the following formula:

Formula for calculating/arriving at L1 = wages + statutory dues + (rate of OTA per hour)

12. The rates quoted by the agency shall include wages plus the statutory dues like EPF, ESI, Service tax etc.

13. The Technical Bid will be opened first by the Tender Opening Committee at 3.30 PM on the last date for receipt of the tenders in the Department of Pharmaceuticals in the presence of the participating bidders who may like to be present.

14. Procedure for selection of bidders: - Short-listing of all eligible bids will be done based on following criteria. Short listing will be done based on the document submitted along with technical bid and agencies securing higher marks will be short-listed for opening financial bid.

S. No.	Parameter	Minimum Marks	Maximum marks
1.	For 3 years' experience- 10 marks, 5 marks for one year of additional experience	10	20
2.	Relevant experience points for experience in two Government Ministries/Department – 10 and 5 marks for each one year Ministry/Department/Govt. organizations	10	20
3.	Registration as MSA – 10	10	10
4.	EPF Registration – 10	10	10
5.	ESI Registration – 10	10	10
6.	Copy of ESI for the year 2014-15 – 5	05	05
7.	Copy of EPF Challan submitted for the year 2014-15 – 5	05	05
8.	Copy of PAN and TAN Card – 5	05	05
9.	Copy of Service Tax Registration – 5	05	05
10.	Undertaking regarding not being black-listed – 10	10	10
	Total Marks	80	100

Note: A bidder getting less than 80 marks will not be considered fit for opening his financial bid and the bidder must get minimum marks required for each of the parameters for qualifyi9ng for opening fo financial bid.

15. The Price Bid of those agencies who are found eligible by Evaluation Committee on the basis of Technical Bid will be opened subsequently.

(S.R. Meena)
Unde Secretary to the Govt. of India
Tele: 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 and should possess an Aadhar Card. 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 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, 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 this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency concerned.
- (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 substitute 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 adhere to the norms of good conduct as applicable to Government servants.

(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 9.00 A.M. to 5.30 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 and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required. They may be paid extra wages as per the rates approved.

(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 obligation. The agency will require to provide particulars of PF, ESI, 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 prevalent tax laws. No advance payment will be made.

(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/there attendance as per the bill preferred by the service provider.

(16) Drivers 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 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 deployed in this Department. 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. An Indemnity Bond to the extent should also be furnished.

(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.50,000/- (Rupees Fifty Thousand 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 service.

(26) However, the agreement can be terminated by either party by giving three month's notice in advance. If the agency fails to give sufficient months' notice in writing for termination of the agreement then three month's wages, etc. and any amount due to the agency from this Department shall be forfeited by the Department. The Department however, reserves the right to terminate the contract with a notice of one month.

(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 Head of the Department, i.e. Joint Secretary (Admn.). Department of Pharmaceuticals whose decision shall be final and binding.

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.	

PROFORMA FOR FINANCIAL BID

1. **Formula for calculating/arriving at L1 = wages + statutory dues + (rate of OTA per hour)**
2. 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 (Rs.)
1.	Wages	
2.	E.S.I.	
3.	E.P.F.	
4.	Service Charge/Agency Charge	
5.	Service Tax	
6.	OTA	
7.	Any other charge	
	Total	

1. Any other points to be mentioned: