

PRESS ADVERTISEMENT

F.No.M-11014/17/2010-D

Government of India

Ministry of Health and Family Welfare

Directorate General of Health Services

Central Drugs Standard Control Organization (CDSCO, HQ)

FDA Bhawan, Kotla Road, New Delhi -110002

TENDER NOTICE

Offers in sealed covers are invited for and on behalf of Drugs Controller (India) from reputed, experienced and financially sound manpower providing Agencies/ Firms/ Companies to enter into a contract for out sourcing of services of various types of manpower till 31.12.2012 extendable by another year as Legal Consultant and Technical Data Associates at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices. The detailed terms and conditions, profile of the Job, educational qualifications, experience, location etc. may be seen on the CDSCO website www.cdscop.nic.in and Ministry's website www.mohfw.nic.in. The tenders can be downloaded from the said website and can also be obtained from CDSCO (HQ) on payment of Rs. 1000/- during 03-27 January, 2012. The closing date for receipt of tenders is 30th January, 2012.

(Pitam Singh)
Dy. Director Admn.(Drugs)

F.No. M.11014/17/2010-D
Government of India
Ministry of Health and Family Welfare
Directorate General of Health Services
Central Drugs Standard Control Organisation(HQ)
FDA Bhavan, Kotla Road,

New Delhi, Dated

December, 2011

Notice Inviting Tender

On behalf of the Drugs Controller (India), CDSCO Directorate General Health Services sealed tenders are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/firms/Agencies for providing manpower to perform **jobs assigned to Legal Consultant and Technical Data Associates** at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices **for a period till 31.12.2012** extendable by another year.

2. Schedule –

- | | |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| i. Last date & time for obtaining tender paper | : 27 th January, 2012, 1200 hrs. |
| ii. Last date & time for deposit of tenders | : 30 th January, 2012, 1400 hrs. |
| iii. Date & time for opening of Technical Bid | : 30 th January, 2012, 1500 hrs. |
| iv. Place of opening the Tenders | : Conference Hall 1 st Floor,
FDA Bhawan, Kotla Road,
New Delhi-110002. |
| v. Date and Time for opening of Financial Bids
for technically qualified bidders | : To be decided and intimated later. |
| vi. Validity of tenders | : 90 days from the date of
opening of tenders. |

3. Tender documents can be collected from Section Officer(Drugs Control), Room No. 233, FDA Bhawan, Kotla Road, New Delhi on payment of Rs.1000/- (Rupees one thousand only) in the form of Demand Draft only drawn in favour of Pay and Accounts Officer, Directorate General of Health Services, payable at New Delhi on all working days from 3rd January, 2012 to 27th January, 2012 between 10 AM to 4 PM. The tender documents can also be downloaded from the website www.cdSCO.nic.in & Ministry's website www.mohfw.nic.in. and can be submitted along with demand draft of Rs.1000/- in favour of PAO, Dte.G.H.S., New Delhi towards cost of tender document.

4. The interested and eligible Company/Firm/Agency may submit their tender document complete in all respect along with Earnest Money Deposit (EMD) of Rs.4,50,000 (Rupees Four lakhs Fifty thousand only) and other requisite documents by 30th January, 2012 upto 1400 hours to the Section Officer (Drugs Control), Room No. 233, FDA Bhawan, Kotla Road, New Delhi-110002 on or before the closing date. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

5. The office of Drugs Controller (India) reserves the right to amend / withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Drugs Controller (India) in this regard shall be final and binding on all.

(Pitam Singh)
Dy. Director Admn.(D)
Tel. No. 23236971

Scope of Work and General Instructions for Tenderers

- i. The Drugs Controller (India), FDA Bhawan, Kotla Road, New Delhi requires the services of a reputed, well established and financially sound Manpower Company / Firm / Agency for providing manpower to perform **jobs assigned to Legal Consultant and Technical Data Associates** at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices.
- ii. The contract is likely to commence immediately after selection of the successful bidder and will continue upto 31st December, 2012 extendable by another year subject to a maximum of 10% annual increase in remuneration. The period of the contract may be further extended provided the requirement of the office for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company / Firm / Agency or induction of regular manpower in this Directorate. The Directorate, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected service providing Company / Firm / Agency.
- iii. In this Directorate assessment, the initial requirement seems to be for 91 numbers of Legal Consultant and Technical Data Associates at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices. The names of offices, their location and number of position for which manpower is required may be seen at **Appendix-A**. The eligibility criteria for the positions of required manpower and monthly remuneration payable to them is given below :-

Legal Consultant @ Rs. 55,000 p.m

Age: 25 - 60 years

Qualification:

Essential: Graduate in Law with Chemistry as subject in 10+2 level.

Desirable:

- i) Diploma in IPR Laws.
- ii) Experience in the field of patent and drug law (1 to 2 years)
- iii) Well-versed in patent laws and TRIPS
- iv) Experience in drafting patent matters and handling of court matter

Job Description:-

- i) To Process representations received in the office of CDSCO with respect to Patent data protection, data exclusivity etc. of drugs.
- ii) Assisting the office of CDSCO in framing replies in the matter relating to patent and other legal matter.
- iii) Keep an update on the latest development in the field of patent laws national and international and apprising the same to office of CDSCO
- iv) Preparation of operational guidelines / interpretation of Drug Rules
- v) Preparation of manual based or court judgements.
- vi) Handling of Courts cases and monitoring & follow-up
- vii) Any other duties assigned by Drugs Controller of India from time to time.

A. CDSCO (Headquarter)

Technical Data Associate @ Rs. 19,000/ 20,000 p.m

Age:-21-40 years

Qualification:

The candidates should be B. Pharmacy or M.Sc. in Biochemistry, Pharmaceutical Chemistry/Organic Chemistry/Microbiology/ Biotechnology. The candidates should also have sound knowledge of computer operation. Preference will be given to candidates having experience in manufacturing/testing of drugs/drugs regulatory affairs.

Job description :-

To assist officers of CDSCO in scrutiny/examination of technical documents pertaining to import registration & license , new drug approval, Central Licence Approving Authority (CLAA) items and various NOCs. Documentation, Creation & maintenance of National Data Bank. Any other duties assigned by Drugs Controller (India) from time to time.

B. CDSCO ZONAL/ SUB- ZONAL OFFICES

- North Zone, Ghaziabad
- South Zone, Chennai
- East Zone, Kolkata
- West Zone, Mumbai
- Hyderabad Zone
- Ahmedabad Zone
- Chandigarh Sub- Zone
- Bangalore Sub- Zone
- Jammu Sub-Zone
- Goa Sub-Zone

(a). Technical Data Associate @ Rs. 19,000/ 20,000 p.m

Age:-21-40 years

Qualification:

The candidates should be B. Pharmacy or M.Sc. in Biochemistry, Pharmaceutical Chemistry/Organic Chemistry/Microbiology/ Biotechnology. The candidates should also have sound knowledge of computer operation. Preference will be given to candidates having experience in manufacturing/testing of drugs/drugs regulatory affairs.

Job Description

To compile and analyse legal/ scientific data for licensing / approval of CLAA items, BA/BE studies, public testing Laboratories. Documentation, creation and maintenance of National Data Bank. Any other duties assigned by head of the office from time to time.

C. PORT OFFICES OF CDSCO

- Mumbai Sea/ Air Port
- Nava Sheva Sea Port
- Chennai Port
- Kolkata Port
- IGI Air Port New Delhi

(a) Technical Data Associate @ Rs. 19,000/ 20,000 p.m

Age:- 21-40 years

Qualification:

The candidates should be B. Pharmacy or M.Sc. in Biochemistry, Pharmaceutical Chemistry/Organic Chemistry/Microbiology/ Biotechnology. The candidates should also have sound knowledge of computer operation. Preference will be given to candidates having experience in manufacturing/testing of drugs/drugs regulatory affairs.

Job Description

To compile and analyse legal/ scientific data alongwith Bills of Entry or Shipping Bills for Import , Export of Drugs. Documentation, creation and maintenance of National Data Bank. Any other duties assigned by head of the office from time to time.

- iv. The nature of services shall include carrying out all the functions generally performed in the office of Drugs Controller of India, its Zonal, Sub-Zonal and Port offices and such other duties as may be assigned to him/her.
- v. The interested Company/firm/Agency may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs.4,50,000 (Rupees Four lakhs Fifty thousand only) in favour of Pay & Accounts Officer, Directorate General Health Services, Nirman Bhavan, New Delhi and other requisite documents by 30th January, 2012 upto 1400 hours to the Section Officer(Drugs Control), Room. 233, FDA Bhawan, Kotla Road, New Delhi-110002
- vi. The various crucial dates relating to **“Tender for providing Legal Consultant and Technical Associates to CDSCO(HQ), its Zonal/Sub-Zonal/Port offices, Drugs Laboratories** are as under:-
- | | | |
|------|-------------------------------------------------|------------------------------------------------------------------------------------------|
| i | Last date & time for obtaining tender documents | : 27 th January,2012, 1200 hrs. |
| ii. | Last date & time for deposit of tenders | : 30 th January, 2012, 1400 hrs. |
| iii. | Date & time for opening of Technical Bid | : 30 th January, 2012, 1500 hrs. |
| iv. | Place of opening the Tenders | : Conference Hall 1 st Floor,
FDA Bhawan, Kotla Road,
New Delhi-110002. |

- vii. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid.** The interested Agencies are advised to submit two separate sealed envelopes super-scribing “Technical Bids” for providing manpower to perform jobs assigned to Legal Consultant and Technical Data Associates at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices and “Financial Bid” for providing manpower to perform jobs assigned to the said positions. Both sealed envelopes should be kept in a third sealed envelope super-scribing “Tender for providing manpower to perform jobs assigned to Legal Consultant and Technical Data Associates at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices.
- viii.** The Earnest Money Deposit (EMD) of Rs.4,50,000 (Rupees Four lakhs Fifty thousand only) refundable (without interest), should be necessarily accompanied with the Technical Bid of the Agency in the form of Demand Draft/Pay Order from any of the Commercial Bank drawn in favour of Pay & Accounts Officer, Directorate General Health Services, Nirman Bhavan, New Delhi valid for a period of 90 days. Bids not accompanied by earnest money of the requisite amount with proper validity will be summarily rejected.
- ix.** The successful tenderer will have to deposit a Performance Security Deposit @ 10% of the total annual value of the contract (subject to revision) at the time of placing the work order within 15 days of the receipt of the formal order. The Performance Security Deposit will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Pay & Accounts Officer, Directorate General Health Services, Nirman Bhavan, New Delhi or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider Company/firm/Agency but hypothecated to the Pay & Accounts Officer, Directorate General Health Services, Nirman Bhavan, New Delhi.
- x.** The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor.
- xi.** The tendering Company/Firm/Agency is required to enclose photocopies of the following documents, duly attested by a Gazetted Officer, along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further:

PAN/GIR No. (Attach attested copy)
Service Tax Registration No. (Attach attested copy)
E.P.F. Registration No. (Attach attested copy)
E.S.I. Registration No. (Attach attested copy)
Documents showing completing at least one service of value not less than Rs.25 Lakh per annum <u>or</u> at least two services of value not less than Rs.13 Lakh per annum related to providing human resources in a single contract. (Attach attested copy)

Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years in the following format. (Attach attested copy)
Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU ((Attach attested copy))
Number of similar assignments; Manpower provided to public/private/PSU in last 5 years by the Agency ((Attach attested copy)

- xii. Conditional bids shall not be considered and will be outrightly rejected at the very first instance.
- xiii. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
- xiv. The envelope containing Technical Bid shall be opened first on the scheduled date and time (At 15.00 hrs on 30th January, 2012), in Conference Hall, 1st Floor, FDA Bhawan, Kotla Road, New Delhi-110002, in the presence of the representatives of the Company / Firm / Agency, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives, if any, who wish to be present.
- xv. The competent authority i.e. the **Drugs Controller (India), CDSCO, DGHS, FDA Bhawan, Kotla Road, New Delhi** reserves the right to annul any or all bids without assigning any reason.
- xvi. The bidder shall quote the Technical & Financial Bids as per the format enclosed at **Annexure I & II.**

I. **TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY**

The tendering Service Provider Company / Firm / Agency should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Service Provider Company / Firm / Agency should be located either in Delhi/ New Delhi or in any of the satellite towns of Delhi.
2. The Service Provider Company / Firm/ Agency should be registered with the appropriate registration authority.
3. Service Provider Company / Firm/ Agency should have at least **five years experience** in providing manpower to private and/or public sector Company/ Banks and Government Departments etc. **preferably in the health, pharmaceutical and/or development sector.**
4. Service Provider Company / Firm / Agency should have its own Bank Account.
5. Service Provider Company / Firm/ Agency should be registered with Income Tax and Service Tax departments.
6. Service Provider Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. The Service Provider Company / Firm/ Agency should have completed at least one service contract of value not less than Rs.25 lakh per annum or completed at least two service contracts of value not less than Rs.13 lakh per annum related to providing human resources in a single contract.
8. The Service Provider Company / Firm / Agency must have a turnover of Rs.50.00 lakh per year during the last three financial years.
9. The Service Provider Company / Firm / Agency shall submit affidavit stating that the agency is / has not been black listed by Central Government / State Government / any PSU.

Non compliance with any of the above conditions by the Service Provider Company / Firm / Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summararily.

III. TERMS AND CONDITIONS

A. General

- i. The contract is likely to commence immediately after finalization of successful bidder and to continue upto 31st December, 2012 extendable by another year. The period of contract may be further extended by another year unless it is curtailed or terminated by this Directorate owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
- ii. The contract shall automatically expire after 31.12.2012 from commencement of the contract unless extended further by the mutual consent of contracting Agency and this Directorate.
- iii. The contract may be extended, on the same terms and conditions or with some addition/ deletion/ modification' for a further period with maximum of 10% annual increase in remuneration not exceeding one year subject to satisfactory service rendered by Service Providing Agencies. Any statutory increase during the currency of the contract shall be borne by the Agencies.
- iv. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Directorate.
- v. The tenderer will be bound by the details furnished by it to this Directorate, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- vi. Financial bids of only those tenderers who are declared qualified technically shall be opened / evaluated.
- vii. **DRUGS CONTROLLER (INDIA), Directorate General Health Services, FDA BHAWAN, NEW DELHI** reserves right to terminate the contract during initial period also after giving 15 days notice to the contracting Agency.
- viii. The contracting Agency shall ensure that the manpower deployed in the CDSCO(HQ), its Zonal, Sub-Zonal and Port offices conforms to the eligibility conditions of age and educational and professional qualification, etc language skills and experience prescribed in the Tender Document.
- ix. The manpower employed by the Agency shall be required to work normally as per the Directorate's working days, i.e. from Monday to Friday from 09:30 hrs. to 18:00 hrs. with a lunch break of ½ hour from 13:30 hrs. to 14:00 hrs.
- x. The contracting Company/ Firm/ Agency shall furnish the following documents in respect of the persons who will be deployed by it in this Directorate and Drugs Laboratories before the commencement of work.
 - a) List of persons shortlisted by Agency for deployment in CDSCO(HQ), its Zonal, Sub-Zonal and Port offices containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
 - b) Bio-data of the person with photograph affixed.
 - c) Character certificate from a Gazetted officer of the Central / State Government.
 - d) Certificate of verification of antecedents of persons by local police authority.

- xi. In case, the person employed by the successful Company/ Firm/ Agency commits any act of omission/ commission that amounts to misconduct / indiscipline/ incompetence and security risks, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Directorate within 2 days of being brought to their notice.
- xii. The service provider shall provide identity cards to the personnel deployed in the Directorate carrying the photograph of the personnel and personal information as to name, date of birth, designation and Identification mark etc.
- xiii. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the Directorate.
- xiv. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- xv. The persons deployed shall be required to report for work at 9:30 hrs to the Divisions/ officers under whom they are deployed which will be intimated separately and would leave at 18:00 hrs. In case, a person deployed is absent on a particular day or comes late/ leaves early on three occasions, one day's wage shall be deducted. In case of repetition of such instances, clause (xvii) will be applicable.
- xvi. The Agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with **DUPTY DIRECTOR ADMN.(DRUGS), CDSCO, FDA BHAWAN, KOTLA ROAD, NEW DELHI** so that optimal services of the persons deployed by the agency could be availed without any disruption.
- xvii. The selected Agency shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The selected Agency shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs. 100 per day (per such case) on the service providing Agency, besides deduction in payment on pro-rata basis.**
- xviii. It will be the responsibility of the service providing Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Directorate and this Directorate will have no liabilities in this regard.
- xix. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in this directorate. The persons deployed by the Agency in the Directorate shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against office of Drugs Controller (India), Directorate General Health Services, CDSCO, FDA BHAWAN, KOTLA ROAD, NEW DELHI-110002.**
- xx. The service providing Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This Directorate shall, in no way, be responsible for settlement of such issues whatsoever.

- xxi. This Directorate shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- xxii. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this Directorate during the currency or after expiry of the contract.
- xxiii. In case of termination of this contract on its expiry or otherwise, the persons deployed by the serviced providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity.

B. FRAUD AND CORRUPT PRACTICES

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Directorate may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of the Directorate under Clause i. hereinabove, if an Applicant is found by the Directorate to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Directorate during a period of 2 (two) years from the date such Applicant is found by Directorate to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- iii. For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

C. LEGAL

- i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. In respect of the persons deployed by it in this Directorate and its Sub-Offices.
- ii. The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Directorate to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Directorate or any other authority under Law.
- iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Directorate.
- v. In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Directorate is put to any loss,/ obligation, monetary or otherwise, the Directorate will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

D. FINANCIAL

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.4,50,000 (Rupees Four lakhs Fifty thousand only) refundable, in the form of Demand Draft/ Pay Order drawn in favour of Pay & Accounts Officer, DIRECTORATE GENERAL HEALTH SERVICES, NEW DELHI, **failing which the tender shall be rejected outrightly.**
- ii. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. **Further, if the Agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
- iii. Bids, offering rates which are lower than the rates mentioned in the NIT would be rejected.
- iv. The successful tenderer will have to deposit a Performance Security Deposit (PSD) @ 10% of the total annual value of the contract at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarnatee drawn in favour of PAY & ACCOUNTS OFFICER, DIRECTORATE GENERAL HEALTH SERVICES, NEW DELHI or Fixed Deposit Receipt (FDR) from a Commercial Bank

made in the name of Service Provider Company/ Firm/ Agency **but hypothecated to the Pay & Accounts Officer, Directorate General Health Services, New Delhi**. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

- v. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Directorate besides annulment of the contract.
- vi. The Agency shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed in the first week of the succeeding month. The Division concerned will send the bills duly verified to Section Officer(Drugs Control) for pass and payment as far as possible the payment will be released by the second week of the succeeding month.
- vii. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Directorate.
- viii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the office of Drugs Controller (India), CDSCO(HQ), FDA BHAWAN, KOTLA ROAD, NEW DELHI.
- ix. The Directorate reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

E. EVALUATION CRITERIA

- a) The evaluation committee will be constituted by the Drugs Controller (India) to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal, and particularly the criteria or sub-criteria or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- b) Financial Proposals will remain unopened for those Agencies which fail to achieve the minimum technical scores indicated in the Data Sheet. Financial Proposals shall be taken up only those agencies who meet the minimum qualifying mark and will then be inspected to confirm that they have remained sealed and unopened. Thereafter these Financial Proposals shall be opened, and the total prices read aloud and recorded.
- c) The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times F\%$. The firm achieving the highest combined technical and financial score will be invited for providing the required manpower.

Data - Sheet

Criteria, Sub-criteria, and point system for the evaluation of Full Technical Proposals are:

	<u>Points</u>
i) Specific experience of the Agency	} 20 }
ii) Number of similar assignments; Manpower provided to Govt./private/PSU in last 5 years by the Agency	} } 40 }
iii) Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Agency's process of Scrutinising candidates before providing to the Directorate Number and type of tests / examinations proposed / conducted by the Agency to ensure that suitable candidates / manpower are going to be provided to the Directorate	} } 40 } } } } }

100 Points

The minimum Technical Score (St) required to pass is: 60 Points out of 100

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are,
Technical (T) = 0.6, and Financial (P) = 0.4

**(PITAM SINGH)
DUPTY DIRECTOR ADMN.(DRUGS)
FDA BHAWAN, KOTLA ROAD
NEW DELHI – 110002.**

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For Providing manpower to perform jobs assigned to Legal/ Consultant, and Technical Data Associates at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices.

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of proprietor/Director of Company/Firm/Agency	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	Service Tax Registration No. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	E.S.I. Registration No. (Attach attested copy)	
10.	Documents showing completing at least one service of value not less than Rs.25 Lakh per annum <u>or</u> at least two services of value not less than Rs.13 Lakh per annum related to providing human resources in a single contract.	
11.	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years in the following format. Attested copies of work orders may also be attached.	
12.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU (Attach copy)	
13.	Number of similar assignments; Manpower provided to Govt./private/PSU in last 5 years by the Agency (Attach Copy)	
14.	Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Agency's process of Scrutinising candidates before providing to the Directorate ; Number and type of tests / examinations proposed / conducted by the Agency to ensure that suitable candidates / manpower are going to be provided to the Directorate (Attach Copy)	
13.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)	
14.	Details of Earnest Money Deposit Amount.	
15.	List of other clients.	

Signature of authorized person

Date

Name:

Place:

Seal:

DECLARATION

I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director, authorized signatory
of the Agency/ Firm, mentioned above, is competent to sign this declaration and execute this tender
document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake
to abide to them;

3. The information / documents furnished along with the above application are true and authentic
to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any
false information/ fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower to perform jobs assigned to Legal Consultant and Technical Data Associates at CDSCO (HQ) and its Zonal, Sub-Zonal and Port Offices.

1. Name of tendering Service Provider Company / Firm/ Agency:

2. The monthly remuneration quoted in the NIT are inclusive of all statutory liabilities, taxes, levies, cess etc. The extra expenditure on account of levy of any statutory taxes etc shall be borne by the Service Provider.

Component of rate (in Rs.)

S.No. (1)	Name and No. of Posts (2)	Monthly Rate (3)	Any other charges (to be specified) (4)	Contractor's Service Charges (5)
1.	Legal Consultant (1)	55,000/-		
2.	Technical Data Associates (90)	19,000/-* 20,000/-**		
	Total for 91 per month. Grant total (3+4+5)			

* For Fresh Candidates.

** For candidates having atleast one year experience in manufacturing/testing of Drugs and Drugs Regulatory affairs.

3. The manpower employed by the Agency shall be required to work normally as per the Directorate's working days, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300hrs to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

AGREEMENT FOR MANPOWER SUPPLY

This Agreement for Manpower supply is made and entered in to at New Delhi on the _____, 2012 between the President of India acting through DDA(Drugs), CDSCO, DGHS, Ministry of Health and Family Welfare, Govt. of India, having its office at FDA Bhawan, Kotla Road, New Delhi, hereinafter referred to as 'Directorate' (which expression shall, unless repugnant to the contract, mean and include in its successors in office and assigns) of the first Part.

And

M/S

_____ hereinafter referred as the Contractor (which expression shall, unless repugnant to the contract and mean include their successors, nominees) of OTHER PART and hereinafter represented by _____

WHEREAS the Directorate vide its letter No. _____ Dated _____ is desirous of entrusting Contractor the contract for Manpower supply, the company deals. AND WHEREAS _____ vide its letter No. _____ dated _____ has agreed to undertake this work on the terms and conditions as mentioned in the Directorate's letter No. _____ dated _____ and No. _____ dated _____.

NOW IT IS agreed by and between the parties as under:-

1. This Contract for the said manpower services shall be deemed to have come into force on ____ day of the month of _____ of the year 2012.
2. This Contract shall continue for a period of eight months, unless it is curtailed or terminated by the Directorate owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.
3. This Contract shall automatically expire after eight months, from commencement of the contract unless extended further by the mutual consent of the parties.
4. This Contract may be extended, on the same terms and conditions or with some addition/ deletion / modification for a further period agreed with mutual consent of contracting Agency and this Directorate.
5. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of the Directorate.

6. The Contractor will be bound by the details furnished by it to the Directorate, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
7. The Directorate shall have right to terminate the contract during initial period also after giving a week's notice to the contractor.
8. The Contractor shall ensure that the manpower deployed in the, CDSCO(HQ), itsw Zonal/Sub-Zonal/Port offices and Drugs Laboratories conforms to the eligibility conditions of age, educational and professional qualifications, language skills and experience prescribed in NIT.
9. The manpower deployed by the Contractor shall be required to work normally as per the Directorate's working days, i.e from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour 1330 hrs. to 1400 hrs.
10. The Contractor shall furnish the following documents in respect of the individual personnel of work:
 - a) List of personnel shortlisted by contractor for deployment in Directorate containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc. ;
 - b) Bio-data of the persons with photograph affixed.
 - c) Character certificate from a Gazetted officer of the Central / State Government.
 - d) Certificate of verification of antecedents of persons by local police authority.
11. In case, the person deployed by the Contractor commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the Contractor will be liable to take appropriate disciplinary action against such person(s), including their removal from site of work, if required by the Directorate within 2 days of being brought to their notice.
12. The Contractor shall provide identity cards to the personnel deployed in the Directorate carrying the photograph of the personnel and personal information as the name, date of birth, and identification mark etc.
13. The Contractor shall ensure that any information such as details of offices, operational process technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the Directorate.
14. The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
15. The persons deployed shall be required to report for work at 0930 hrs. to the Divisions / officers under whom they are deployed, which will be intimated separately and would leave at 1800 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day's wage shall be deducted. In case of repetition of such instances, clause 17 will be applicable.

16. The Contractor shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Directorate so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
17. The Contractor shall immediately provide a substitute in the event of any person leaving the job to his / her personal reasons. The delay by the Contractor in providing substitutes beyond three working days shall attract liquidated Damages @ Rs. 100 per day (per such case) on the Contractor besides deduction in payment on pro-rata basis.
18. It will be the responsibility of the Contractor to meet transportation, food medical and any other requirement in respect of the persons deployed by it (Contractor) in the Directorate and the Directorate will have no liabilities in this regard.
19. For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different labour legislations in respect of persons so employed and deployed in the Directorate. The persons deployed by the Contractor in the Directorate shall have no claim of any Master and Servant relations nor have any principal and agent relationship with or against office of **DRUGS CONTROLLER (INDIA), CDSCO, DGHS, FDA BHAWAN, KOTLA ROAD, NEW DELHI.**
20. The Contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The Directorate shall, in no way, be responsible for settlement of such disputes.
21. The Directorate shall not be responsible for any damage, losses, claims financial or other injury to any person deployed by Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
22. The persons deployed by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of the Directorate, during the currency or after of the contract.
23. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity.
24. The Contractor shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Directorate.
25. The Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Directorate to concerned tax collection authorities from time to time, as per extant rules and regulations in the matter.
26. The Contractor shall maintain all statutory registers under the applicable Law. The Contractor shall produce the same, on demand, to the concerned authority of the Directorate or any other authority under law.
27. The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Act, 1961, as amended from time to time and a certificate to this effect shall be provided to the Contractor by the Directorate.

28. In case, the Contractor fails to comply with any statutory, taxation liability under appropriated law, and as a result thereof the Directorate is put to any loss / obligation, monetary or otherwise, the Directorate will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
29. If the Contractor fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
30. The Contractor shall submit a Performance Security Deposit @ 10% of the total annual value of the contract within 15 days of the placement of a formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Pay & Accounts Officer, DIRECTORATE GENERAL HEALTH SERVICES, NEW DELHI OR Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider company/ Firm/ Agency but hypothecated to the Pay & Accounts Officer, DIRECTORATE GENERAL HEALTH SERVICES, NIRMAN BHAWAN, New Delhi. The performance security remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider.
31. In case of breach of any terms and conditions attached to this Contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by the Directorate besides annulment, of the contract.
32. The Contractor shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed in the first week of the succeeding month. The Division concerned will send the bills duly verified to the Section Officer (Drugs Control) for passing and payment. As far as possible the payment will be released by the second week of the succeeding month.
33. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Directorate.
34. (i) In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of the Sole Arbitrator to be appointed by the Drugs Controller (India), DGHS, Ministry of Health & Family Welfare on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The venue of such arbitration shall be in Delhi and the language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties.
- (ii) Subject to the provisions of this clause (34), the Courts at New Delhi shall have exclusive jurisdiction.
35. In consideration to the services thus provided by the contractor, the Directorate shall pay to the contractor a total sum of Rs. _____ (_____ Only) per person per month inclusive of EPF, ESI, Service Charges and Service Tax.

IN WITNESS WHEREOF THE parties have signed the Agreement by putting their hand on the day, month and year mentioned herein above.

FOR and ON BEHALF OF PRESIDENT OF INDIA

FIRST PARTY

SECOND PARTY

Office of Drugs Controller (India),

CDSCO, DGHS, MOH&FW

Name & Designation

Witness 1.

Witness 2.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal