



BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)

(Society set up under the aegis of Department of Pharmaceuticals, Government of India)
E-1, 8th Floor, Videocon Tower, Jhandewalan Extn., New Delhi - 110055

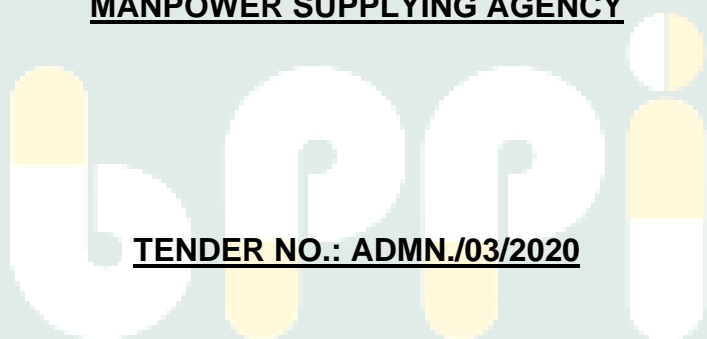
TENDER

FOR

SELECTION

OF

MANPOWER SUPPLYING AGENCY



TENDER NO.: ADMN./03/2020

Bureau of Pharma PSUs of India

Bureau of Pharma Public Sector Undertakings of India

NOTICE INVITING TENDER

Bureau of Pharma Public Sector Undertakings is a registered society under the Societies Registration Act, 1860. Bureau of Pharma Public Sector Undertakings of India is implementing agency of the Pradhan Mantri Bhartiya Janaushadhi Pariyojana. Pradhan Mantri Bhartiya Janaushadhi Pariyojana is the scheme of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India. The objective of the scheme is to make available quality generic medicines at affordable prices to all.

Sealed tenders are invited on behalf of Chief Executive Officer, BPPI for “**Selection of Manpower Supplying Agency**”. Indian firm/companies registered to provide/supply manpower and whose annual turnover in the last three financial years was more than Rupees 05 (Five) Lakhs, are eligible to participate in this tender. Further, the bidder must have capability and experience of one year of manpower supplying in Government/Semi Government organization along with its eligibility conditions as described in detail in the tender document. Important details of tender are as follows:

Tender No	:	Admn./03/2020
Opening date/ time	:	07.07.2020 at 17:00 Hrs
Last date to receipt bids	:	17.07.2020 till 17:00 Hrs
Tender Document	:	Details are given below
Services Required	:	Manpower Supply

Bid security (EMD) shall be Rs. 25,000/- (Rupees Twenty-Five Thousand Only) payable in the form of demand draft in favor of “BPPI”. Intending bidders may download copy of the tender document from our website **Janaushadhi.gov.in** with effect from 07th July, 2020 (From 17:00 Hrs) up to 17th July, 2020 (Till 17:00 Hrs).

The interested Companies/ Firms/ Agencies may send their bid by post or courier or by hand at the Reception of BPPI at 8th Floor, Videocon Tower, Jhandewalan, New Delhi – 110055 up to 17.07.2020 till 1700 Hrs.

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1. INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

- (a) "BPPI" means Bureau of Pharma Public Sector Undertakings of India, a society registered under Society registration act 1860.
 - (b) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
 - (c) "The Supplier" means the successful bidder supplying the services under the contract.
 - (d) "The Services" means all the services related to manpower supplying to under the contract.
 - (e) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
 - (f) "The Purchase Order" means the order placed by the purchaser on the Supplier.
 - (g) The purchase order shall be deemed as "Contract" appearing in the document.
2. The eligible bidder shall be an Indian Company/firm having capability and experience in supplying manpower to Government/ Semi Government organizations and whose annual turnover in the last three financial years was more than Rs.05.00 lakhs.
 3. Contract period will be for a period of one year from the date of agreement with provision of extension by mutual consent.
 4. BPPI reserves the right to reject any or all tenders without assigning any reasons whatsoever.
 5. The BPPI reserves the right to withdraw or relax any of the terms and condition to overcome the problem encountered at a later stage.
 6. The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his financial bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources and manpower need only participate in this tender.
 7. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.

8. The requirement may further increase or decrease marginally, during the period of initial contract also and the contractor would have to provide additional manpower services, if required, on the same terms and conditions.
9. The persons deployed to be provided by the agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending.
10. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses. In case of the authorized representative signs, "Power of Attorney" duly attested by public notary must be submitted. In case of the partnership firm, Self Attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company the Self Attested copy of Memorandum of Article & Association must be submitted along with the tender.
11. There will be complete liability of contractor in case of personal injury, breach of confidentiality, breach of Supplier Guiding Principles and /or the Code of Business Conduct. Contractor shall at all times carry and provide for adequate and sufficient insurance cover against any loss of damage to material property or bodily injury or death to Personnel.
12. It is Compulsory to provide the ESI card and Provident Fund Passbook to each and every employee appointed through contractor, which should be updated timely.
13. The wages to employees through contractor should be paid as per minimum wages decided by the government having jurisdiction over it and will be revised from time to time accordingly. In case of any dispute between the contractor / any person supplied by the contractor and BPPI relating to wages / arrear OR any other matter, CEO, BPPI, shall be Sole Arbitrator and his decision shall be binding and final on both the parties.
14. The Contractor be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The BPPI shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Contractor, the deployed person (s) can place their grievance before CEO, BPPI.

15. In case of termination of this Agreement or its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The Contractor must be registered with the concerned Govt Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The contractor shall comply with all the legal requirements for obtaining License under Contract Labour Act, if any, at his own part and cost.
17. In case, the Contractor fails to comply with any liability under appropriate law, and as a result thereof, the BPPI is put to any loss / obligation, monetary or otherwise, the BPPI 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.
18. The normal time to make the payment by the BPPI is 05 to 10 working days from the date of receipt of the bill. However, the Contractor shall be capable to pay monthly wages up to 2 - 3 months from his own resources in case of delay in payment by BPPI due to unavoidable circumstances.
19. Interest shall not be payable on the Earnest Money deposit.
20. The Earnest Money of the successful tenderer will not be adjusted towards security deposit.
21. The successful Tenderer shall be required to execute an Agreement on a non-judicial stamp paper of Rs.100/- (One hundred only) at his own cost.
22. The successful tenderer will have to deposit Performance Security of Rs. 50,000/- (Rs Fifty Thousand only) at the time of signing of agreement. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favor of BPPI payable at Delhi. The performance security should remain valid for BPPI for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier. It may also be required to be extended in the event of extension of the contract.
23. Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by BPPI on the Security Deposit.

24. The EMD in respect of the agencies which do not qualify the technical bid (First Stage)/Financial Bid (Second stage) shall be returned to them without interest.



2. SCHEDULE OF TENDER

S. No.	Particulars	Date and Time
1	Date of issue of tender	07.07.2020 (From 17:00 Hrs.)
2	Last date for submission of bid	17.07.2020 (Till 17:00 Hrs.)
3	Likely date of Commencement of Contract	01.08.2020



3. SCHEDULE OF REQUIREMENTS

S. No.	Name of Posts	Tentative Requirements
1	Office Assistants	04 nos.
2	Multi-Tasking Staff	06 nos.
3	Housekeeping Person (Male)	01 nos.
4	Housekeeping Person (Female)	01 nos.
5	Supporting Staff/Peon	02 nos.
6	Driver	01 nos.

(Note: Services shall be from Monday to Saturday, with a 30 Minute lunch break. The employees may be called upon for the **services on Sunday / Gazetted Holidays (with compensatory off), if required.**



4. BID DOCUMENT

BID DOCUMENT:

The services required, bidding procedures and contract terms are prescribed in the Bid Documents. Interested eligible parties shall submit their bids in two parts i.e.

1. Technical Bid

2. Financial Bid

METHOD OF PREPARATION OF BID:

Bid should be submitted in two sealed envelopes placed inside a main sealed envelope. The envelope inside the main envelope should contain the following;

Envelope	Marked on the Cover	Contents of Envelope
First	Technical Bid	Should contain EMD, Documents and all other eligibility documents with Technical Bid Format.
Second	Financial Bid	Rates duly quoted by the tenderer in prescribed Financial Bid format.

Note: On these envelopes the name of the firm and whether “Technical” OR “Financial” Bid must be clearly mentioned and should be properly sealed. These envelopes are to be placed inside an outer envelope and properly sealed. The tenders which are not submitted in above mentioned manner shall be summarily rejected.

EVALUATION OF BID DOCUMENTS:

Technical Bids will be evaluated on the technical specifications being given in the technical bid format. Only the technical qualifying bids will be marked for next phase of evaluation. Financial bids will be evaluated on the rates/service charges being filled by bidders.

5. TECHNICAL BID

S. No.	Particulars	Details
1	Name of the Bidder Firm/Company	
2	Registered office address of the Bidder Firm/Company	
3.	Registration particulars of the Firm/Company under Labour department (Proprietary, Partnership, Private Limited, Public Limited etc.) (Attach copy of the Certificate of Incorporation)	
4	Permanent Account Number (PAN) of the Firm/Company (Attach copy of the PAN)	
5	GST Number of the Firm/Company (Attach copy of the GST)	
6	Income Tax Return of last three financial years (2016-17, 2017-18, 2018-19) (Attach certified copies of the financials)	
7	Turnover of last three financial years (Agency must have turnover of Rs. 05 Lacs /year in last three financial years)	1. 2016-17

	(2016-17, 2017-18, 2018-19) (Attach certified copies of the financials)	2. 2017-18 3. 2018-19
8	Name of Proprietor/Partner/Director signing the tender document	
9	<p>Details of Experience:</p> <p>1. Name of the Organizations (Government/Semi Government) to which manpower supplied during last three years)</p> <p>(Attach experience certificates of all Organizations) (Note- Firm must have one year of experience of manpower supply in any Government/Semi Government Organization)</p>	<p>1.</p> <p>2.</p> <p>3.</p>
10	E.P.F. Registration no. (Attach self-attested copy)	
11	E.S.I. Registration no. (Attach self-attested copy)	
12	Any other document as the bidder may wish to submit in support of the bid.	

6. EXPERIENCE DETAILS

Give details of the experience of manpower supply contracts awarded during the last three years in providing manpower to Government/Semi Government Sector in the following format:

S. No.	Details of Client along address and telephone details	No. of total manpower supplied	Levels /Posts (On which manpower supplied)	Amount of Contract (In Lacs)	Period of Contract	
					From	To
1						
2						
3						

Note: Experience of one year of manpower supply in Government/Semi Government Organization is must. Bids without having experience of one year of manpower supply in Government/Semi Government shall be summarily rejected.

7. FINANCIAL BID

S. No.	Particulars	Details
1	Service Charges for per manpower per month (In percentage only)	
2	EMD Details	
3	Any other document as the bidder may wish to submit in support of the bid	

- (a) The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- (b) The contract will be in force for a period of ONE year commencing from the date of execution of agreement. BPPI may also extend the period of contract for a period upto one year from the date of its expiry on the same terms and conditions with mutual consent. For the said extension, the prevailing minimum rate of wages shall be applicable.
- (c) Contractor/Service Provider's Admin./Service Charges cannot be '**NIL**' or '**Zero**' or **unrealistic**. The tendency of such Contractor/Service Provider, who keeps Administrative/Service Charge barest minimum to get tender in their favour and after award of contract charge hefty amount from employee in the form of Registration Fee/charges/Security Deposit (Refundable/Non-Refundable) etc. to maintain their profit, shall be severely discouraged. If Contractor/Service Provider Admin./Service charge appears to be unrealistic such tender shall be rejected summarily. After award of contract, if Contractor/Service Provider is found to be charging any amount from its employees, in that case the contract shall liable to be terminated immediately with forfeiture of security amount along with any other bills/dues on BPPI and also the firm will be blacklisted. Any amount recovered from the casuals as registration or any fees by the bidder will be recovered from his pending bills and will be paid directly to the agency's employees. Decision BPPI in this regard shall be final and binding to all the prospective bidders.
- (d) Financial bid will be evaluated only on the basis of Contractor/Service Provider's Admin/Service charges quoted in the Financial bid.

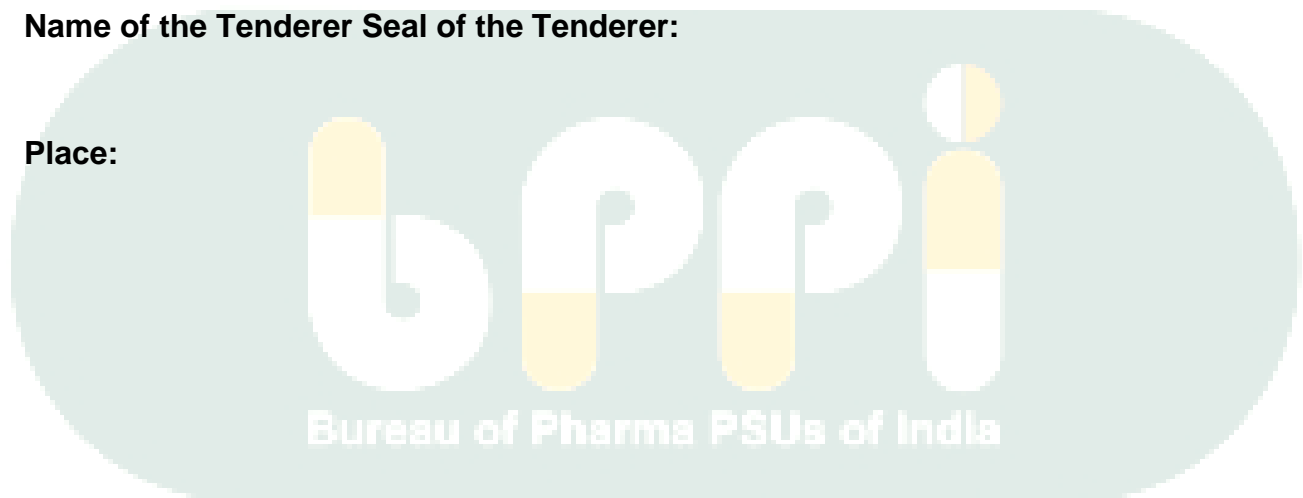
8. DECLARATION
(FOR EPF & Misc provisions Act 1952)

I (name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize BPPI to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

(Signature of tenderer/Authorized Signatory)

Name of the Tenderer Seal of the Tenderer:

Place:



9. DECLARATION
(FOR NON-BLACKLISTING)

I _____ (name of the contractor/agency) hereby confirm and declare that we, M/s. _____, is not blacklisted/ de-registered/ debarred by any Government department/ Semi Government department or any other agency for which we have Executed/ Undertaken the works/ Services during the last 3 years.

(Signature of tenderer/Authorized Signatory with seal)

Name of the Tenderer Seal of the Tenderer:

Place:



10. MISCELLANEOUS

AMENDMENT OF BID DOCUMENTS:

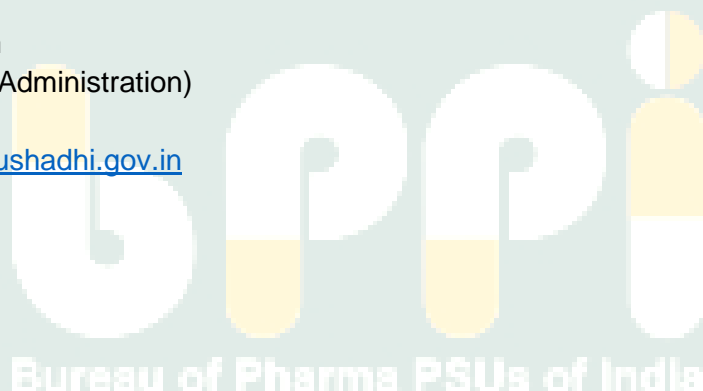
BPPI reserves the right to accept or reject any application without assigning any reason at any stage of the process. Any amendment if any, shall be notified through our website and these amendments will be binding on all bidders.

CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall contact to the following persons for Clarification (if any):

1) Mr. Sandeep Kumar
Dy. Manager (HR & Administration)
Ph. 011 - 49431807
email: hradm@janaushadhi.gov.in

2) Mr. Rahul Gautam
Sr. Executive (HR & Administration)
Ph: 011 – 49431887
Email: admn4@janaushadhi.gov.in



11. CHECKLIST FOR BIDDERS

S. No.	Particulars	Yes/No
1	EMD - DD No. Date- Amount-	
2	Whether all the pages are stamped and signed & properly tagged with all documents?	
3	Whether Bidder's profile is filled up?	
4	Whether self-attested copy of registration of the firm (For partnership firm or Pvt. Ltd./ Pub. Ltd. company) is attached?	
5	Attach sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
6	Self-attested copy of latest Income Tax Returns for last three financial years	
7	Self-attested copy of PAN Card.	
8	Self-attested copy of GST	
9	Self-attested copy of EPF Certificate.	
10	Self-attested copy of ESI certificate.	
11	Self-attested copy of Experience Certificate (Minimum one year in part or full during last three years in providing manpower services).	
12	Declaration PF/ESI and Non-Blacklisting	