TENDER NOTICE FOR OUTSOURCING OF HUMAN RESOURCES SERVICES ON CONTRACT BASIS

TENDER ENQUIRY No.FRSL/6779/2010/Pt:1                      DATED 7th October, 2011

Sealed tenders in two bid system are invited for engagement of agencies from Registered/Well established Human resources Service Providers for providing contractual Human resources viz. Junior Analyst/Junior Analyst (GM Foods), Sr. Lab., Assistant/Lab. Assistant for Scientific work in the laboratory on contract basis (subject to variation depending upon the actual requirement of the Department) to be considered for posting in Mumbai (Maharashtra). The Service Providers should have sufficient experience (at least three during the three financial years i.e. 2008-2009, 2009-2010 and 2010-2011) of providing Human resources to various Government Departments, Public Sector Undertakings and Autonomous Organizations of Government of India. The persons to be deployed by the service providers should have the following educational qualification/experience as mentioned below:-

CENTRAL FOOD LABORATORY, (Food Safety And Standards Authority of India -A Statutory Regulatory Authority of Govt. of India)(Ministry of Health & Family Welfare), MUMBAI (MAHARASHTRA):

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Name of the Post</th>
<th>Total No. of Posts</th>
<th>Place of posting</th>
<th>Educational Qualification/ Experience and Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>JUNIOR ANALYST</td>
<td>09</td>
<td>Mumbai (Maharashtra).</td>
<td>ESSENTIAL: (i) M.Sc degree in Chemistry/Bio-chemistry/Biotechnology or Degree in Food Technology of a recognized University or equivalent. DESIRABLE: (ii) Some experience of analysis of organic materials particularly food products.</td>
</tr>
<tr>
<td>2.</td>
<td>JUNIOR ANALYST (GM FOODS)</td>
<td>01</td>
<td>Mumbai (Maharashtra).</td>
<td>ESSENTIAL: (i) Master’s Degree in Bio-Technology/Genetic Engineering/or Genetic Technology of a recognized University or equivalent. DESIRABLE: Some experience in Analysis of GM Foods.</td>
</tr>
<tr>
<td>3.</td>
<td>SENIOR LAB., ASSISTANT</td>
<td>04</td>
<td>Mumbai (Maharashtra).</td>
<td>10+2 with Science with three years experience in analytical in chemical Analysis OR A degree in Science with Chemistry as one of the subject from a recognized university.</td>
</tr>
<tr>
<td>4.</td>
<td>LABORATORY ASSISTANT</td>
<td>06</td>
<td>Mumbai (Maharashtra).</td>
<td>10+2 with Science with some experience in analytical in chemical Analysis</td>
</tr>
</tbody>
</table>

2. The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every three months and will be extendable at the discretion of this department after expiry of contract.

3. The service providers shall provide the required number of Human resources within a period of one week from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service.

Contd. 2/-
4. The tender should be submitted under **Two Bid System** i.e. “**Technical Bid**” and “**Financial Bid**” clearly super-scribed on the envelope and contain information containing information as prescribed in Form I, II, III & V. The “Financial Bid” must contain for the rate for engaging on monthly basis for normal duty of 8 (eight) hours per day per person in Form IV. Bidders will be required to quote separately for all such elements like minimum wages required and all other statutory requirements like PF, ESI or any other taxes as may be applicable. Both the sealed covers should be placed in the main sealed envelop super-scribed “Tender for supply of Technical Human resources Services” and should be addressed to **The Assistant Director General (S), Food Safety & Standards Authority of India, FDA Bhavan, Next to Rashtriya Bal Bhavan, Kotla Road, NEW DELHI-110002** on or before 24.10.2011 by 1600 hrs. The technical bids will be opened on 28th October 2011 at 1600 hrs, in the Conference Room of FRSL, Ghaziabad in the presence of the prospective bidders, if they wish to be present. If they wish, they will have to produce authorization letter from their firm before the Committee. Tenderer may download the **Documents** from the FSSAI website [www.fssai.gov.in](http://www.fssai.gov.in) and submit its tender by utilizing the downloaded document, along with the required non-refundable fee towards tender cost of Rs.300/- (rupees three hundred in the form of DD/Pay Order in favour of Senior Accounts Officer, Food Safety & Standards Authority of India, New Delhi.

5. The financial bids of the successful bidders, who have been found technically qualified, will be opened at a later date and those will be intimated separately before opening.

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**Assistant Director General (S),**  
**Food Safety & Standards Authority of India,**  
**FDA Bhavan, Next to Rashtriya Bal Bhavan,**  
**Kotla Road,**  
**NEW DELHI-110002**

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Contd.3/-
TERMS & CONDITION

1. The firm/agency should be registered under Companies Act, 1956 to authorize for deployment of Human resources services.

2. The service provider should have two years’ experience of providing Human resources to various Government Departments, Public Sector Undertaking and Autonomous Organizations of Govt. of India. Performance certificates issued by their clients should be attached.

3. The turnover of the firm/agency for the last two years should have `50 Lakhs.

4. The service provider shall not assign, transfer, pledge or sub-contract the performance or services without the prior written consent of this office.

5. All services shall be performed by persons qualified and skilled in performing such services.

6. The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every three months and will be extendable at the discretion of this Department after expiry of contract.

7. The Agency should submit PAN and Service Tax Registration Number in their firm’s name.

8. The firm/agency should have Provident Fund Account No./ESI No. in their name.

9. An Earnest Money deposit of `1,00,000/- in the form of demand draft/pay order/FDR (minimum validity of six months) drawn in favour of Director, Food Research and Standardisation Laboratory, Ghaziabad, may be submitted along with the technical bid, failing which their bids will not be considered valid. The EMD of unsuccessful bidders will be returned after one week of award of contract and the EMD of successful bidders will be kept against security bond and the difference of Security bond i.e. `50,000/- will be taken immediately after award of contract.

10. Proforma for Technical Bid (Form-I to Form-IV) and Price Bid (Form-V) are enclosed.

11. The successful bidder should furnish a security bond equivalent to `1,50,000/- (Rupees One Lakh Fifty Thousand only) immediately after the award of the contract which will be forfeited in case the supply of Human resources is delayed beyond the initial stipulated period of one week and within one day subsequently or for frequent absence from duty/misconduct on the part of a person(s) deployed by the agency.

12. The persons supplied by the Agency should verify and submit if any Police records/criminal cases are pending 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 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 the office for any reasons immediately on receipt of such a request.

13. The service provider has to provide the 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.

14. The service provider’s personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill be enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

15. 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 service provider shall forthwith comply with such requirements.

16. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

Contd.4/-

-04-
17. Office 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 providers.

18. The service provider’s personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.

19. 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.

20. The service provider’s person shall not claim any benefit/ compensation/ absorption/ regularization of services in this office under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.

21. The person deployed shall not claim any Master & Servant relationship against this office.

22. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

23. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time by the contractor. There is no Master & Servant relationship between the employees of the service provider and the Purchaser (this Department) further that the said person(s) of the service provider shall not claim any benefit. The contractor should not stop the payment of salary on account of delays not attributed to the engaged.

24. There shall be an automatic increase in the minimum wages of the personnel provided by the service provider consequent upon any increase on such account affected by any Govt. orders. However, service charge finalized through Tender shall remain fixed throughout the currency of the contract.

25. The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, ESI, and Service Tax etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the contractor.

26. Working hours will be 8 ½ hours between 9.00 A.M. and 5.30 P.M. including half an hour lunch break normally from 1.00 p.m. to 1.30 p.m. Actual amount per hour would be calculated for the personnel deployed on duty for any extra duty based on rates finalized.

27. The personnel may be called on beyond office hours, if required. They will be paid extra as per the rates approved by the office based on per hour rate calculated by dividing per month rate by 160 (approx. 20 working days x 8).

28. The service provider will submit the bill in triplicate in the 1st week of following month for payment. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the Human resources.

29. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.

30. The service provider shall provide a substitute well in advanced 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.

Contd. 5/-
31. If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceed 5 days or even earlier, if situation so warrants, which shall invite a penalty fee of Rs.5000/- per day.

32. Payments to the service provider would be strictly on certification by the office with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

33. The service provider shall be contactable at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the Department to the service provider shall be acknowledged immediately on receipt on the same day. The contractor will ensure every day that the minimum Human resources has been complied with.

34. The Assistant Director General (S), Food Safety & Standards Authority of India, FDA Bhavan, Next to Rashtriya Bal Bhavan, Kotla Road, NEW DELHI-110002 reserved the right to cancel the contract at any stage without assigning any reason.

35. However, the agreement can be terminated by either party by giving one month’s notice in advance. If the agency fails to given 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 the Department shall be forfeited.

36. 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.

37. All disputes and differences arising out or in any way touching or concerning the contract shall be referred to the sole arbitration of any person nominated by the Director, Food Research and Standardization Laboratory, Ghaziabad. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which this indenture relates That in the course of his duties as such government servant, he has expressed views on or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding o the parties to the agreement. Further, if any dispute is to be referred to the courts, the jurisdiction of the same shall be at Delhi.

38. Minimum Eligibility Criteria:

I. The firm/agency should be registered with Service Tax Department.
II. The firm/agency should have PAN No. against their name.
III. The firm/agency must have Provident Fund Account No. in their name.
IV. The firm/agency must be registered for deployment of Human resources services under Companies Act, 1956.
V. The firm/agency must have ESI No. in their name.
VI. The firm/agency must mark serial page number of their technical documents and put their authorized signature on each page.
VII. The firm should have an office in Delhi/NCR.
VIII. The Company/Firm should be in this business for at least two years. The turnover of the firm during last two financial years should be not less than `50 Lakhs.
IX. The agency should not be blacklisted by any Department/Ministry of the Government of India or any PSU or any other organization.
X. Form I to V, Annexure – 1 & 2 must be furnished.
CHECK LIST

The following documents shall be placed in an envelope and it should be wax sealed and super-scribed, as “Technical Bid for Human resources Services in India – CENTRAL FOOD LABORATORY, (Food Safety And Standards Authority of India -A Statutory Regulatory Authority of Govt. of India)(Ministry of Health & Family Welfare), MUMBAI (MAHARASHTRA):

A. (Packet-I)“.

1. Duly completed tender form.
2. Earnest Money Deposit (Demand Draft/Pay order of `1,00,000/- (Rupees One Lakh Only) in favour of Food Research and Standardisation Laboratory, Ghaziabad.
3. Notice Inviting Tender.
4. Terms and Conditions of the Tender (Item 1 to 38 above) duly signed by the tenderer.
5. Forms I to III and V, duly filled in, and enclosed with Technical Bid.
6. Registration No. of the Firm (under Shops & Establishment Act) or Registration No. of the Company (under Companies Act, 1956), as applicable (attach attested copy of certificate).
10. The details of the turnover for the year 2008-09 & 2009-10 should be furnished on their letter head duly signed by the authorized signatory and should be verified by submitting the copy of Income Tax Returns of respective financial years.
11. Copies of Work Order(s) issued by Tenderer’s clients (in support of Item 2 of the terms and conditions).
12. Performance certificate (attested copies) issued by the clients to the tender, (which should have minimum rating of satisfactory) for the last two years should be signed by client’s authorized signatory and it should also be further signed by tenderer along with the seal of the firm/agency.
13. Financial Bid as specified in Form-IV must be submitted in separate wax sealed envelope and it should be super-scribed as “Financial Bid for Human resources Service in IMD.
14. Both separate wax sealed envelopes (Technical Bid – in Pocket-I and Financial Bid – in Pocket-II) may be placed in a single large envelope super-scribed as “Tender for Human resources Services at FRSL, Ghaziabad” and it should also be wax sealed.

Signature of the Tenderer
With seal of the Firm/Company

Contd. 7/
ENCLOSURE LIST

(Fill the Page Nos., where the documents mentioned are placed)

1. Duly completed Tender Form at Page No._____________________________.
2. Earnest Money Deposit (Demand Draft/Pay Order No. ___________ Dated._______________ for `100,000/- in favour of the Director, Food Research and Standardisation Laboratory, Ghaziabad at Page No.___________________.
3. Notice Inviting Tender at Page No._______________________________.
4. Terms and Conditions of the Tender (1 to 38 above) at Page No.___________.
5. Forms I to III & V attached with the Tender Notice have been duly filled in and enclosed at Page Nos._______________________________.
6. Registration No. of the Firm/Company (S. No. 1 of terms and conditions) attested copy placed at Page No.___________________.
7. PAN Card of Firm/Company (Sl No.7 of terms and conditions) – attested copy placed at Page No.___________________.
8. Provident Fund Account No. of Firm/Company (S. No. 8 of terms and conditions) – attested copy placed at Page No. _________________.
9. ESI No. of Firm/Company (S. No. 8 of terms and conditions) – attested copy at Page No.____________________.
10. Details of Turnover of the Firm/company to be submitted in the letterhead of the Tenderer (Sl. No.3 of terms and conditions) – placed at Page No._______________________________.
11. Details of work executed by the tenderer in its letterhead (S. No. 2 of terms and conditions) placed at Page No._____________________________.
12. Copies of Work Order issued by Tenderer’s clients (S. No. 2 of terms and conditions) – attested copy placed from Page No. _________ to __________.
13. Attested copies performance certificate issued by the clients of the tenderer, for two years (S. No. 2 of terms and conditions) – copies placed from Page No._________ to _________________.
14. Financial Bid in Pocket-II.

Signature of the Tenderer
With Name & Seal

Place: __________
Date: __________

Contd.8/-
PROFORMA

To,

The Assistant Director General (S),
Food Safety & Standards Authority of India,
FDA Bhavan, Next to Rashtriya Bal Bhavan,
Kotla Road,
NEW DELHI-110002

Subject: Providing Human resources Services on Contract Basis.

Sir,

The undersigned have read and examined in detail the tender document in respect of providing Human resources services on contract basis, do hereby express our interest to provide such services.

Corresponding Details :

1. Name of the Company
2. Address of the Company
3. Name of the Contract person to whom all references shall be made regarding this tender
4. Designation and address of the person to whom all references shall be made regarding this tender
5. PAN and Service Tax details
6. Telephone (with STD Code)
7. E-mail of the contract person
8. Fax. No. (with STD Code)

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid:-

The following documents are enclosed :

(i) Form-II : Minimum eligibility
(ii) Form-III: Prior Experience
(iii) Form-IV: Declaration Letter
(iv) Form-V : Financial Bid
(v) Earnest Money Deposit
(vi) Letter of authorization (in the name of contract person) representing the company.

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place: ____________  Name ________________________________
Date: ____________ Designation ____________________________
Business Address: __________________________
Seal ________________________________

Contd.9/-
**MINIMUM ELIGIBILITY**

The Details in respect of the company are as given under:

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<tbody>
<tr>
<td>1</td>
<td>Name of the Company</td>
</tr>
<tr>
<td>2</td>
<td>Year of Registration/Incorporation</td>
</tr>
<tr>
<td>3</td>
<td>Number of Employees as on March 31, 2010</td>
</tr>
<tr>
<td>4</td>
<td>Annual Turnover from providing Human resources</td>
</tr>
</tbody>
</table>

Yours faithfully,

(Signature of Authorized Person)

Place: ____________  Name ______________

Date: ____________  Designation __________

Business Address: ________________  Seal ______________

Witness with signature

1) Name & Address ______________________________________________________________________

2) Name & Address ______________________________________________________________________
(Using the format below, provide information in respect of the each Department/Agency in whom Human resources was provided by the company during the last two years)

<table>
<thead>
<tr>
<th></th>
<th>Name of the Company/Firm/Agency, along with its address and details of contract person to whom Human resources was provided</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
<td>Type of Human resources provided and theirs numbers:</td>
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<td>Clerk/Typist/Data Entry Operators/Technical personne.</td>
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<td>(Other Please specify)</td>
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</tbody>
</table>

Yours faithfully,

(Signature of Authorized Person)

Place: ____________________________  Name ____________________________

Date : ____________________________  Designation ____________________________

Business Address: __________________  Seal ____________________________

Witness with signature

1) Name & Address ____________________________
   ____________________________

2) Name & Address ____________________________
   ____________________________

Contd.11/-
**PROFORMA FOR FINANCIAL BID**

1. Name of the company, address etc.

2. Details of rate quoted
   (figure may be written in words as well as in figures, in case of any discrepancy between figures and words, the amount written in words will be taken for consideration)

   **Note:** No cutting or over writing will be allowed. Any financial bid with overwriting or cutting will be disqualified.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation</th>
<th>Educational Qualification</th>
<th>Minimum wages as per Govt. of Maharashtra orders (2)</th>
<th>PF/ESI/Service Charges Etc.</th>
<th>Total</th>
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<tr>
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<td>PF (3)</td>
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<td>ESI (4)</td>
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<td>SC Service Charges (5)</td>
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<td>ST Service Tax (6)</td>
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(a) Food Research and Standardization Laboratory, (Food Safety And Standards Authority of India - A Statutory Regulatory Authority of Govt. of India) (Ministry of Health & Family Welfare) INDIRAPURAM, AHINSA KHAND-II, NEAR CISF, GHAZIABAD-201014 (UP) INDIA

**1 JUNIOR ANALYST**

**ESSENTIAL:**
(i) M.Sc degree in Chemistry/Biochemistry /Biotechnology or Degree in Food Technology of a recognized University or equivalent.

**DESIRABLE:**
(ii) Some experience of analysis of organic materials particularly food products.

**2 JUNIOR ANALYST**

**ESSENTIAL:**
(i) Master's Degree in Bio-Technology/Genetic Engineering/or Genetic Technology of a recognized University or equivalent.

**DESIRABLE:** Some experience in Analysis of GM Foods.

**3 SENIOR LABORATORY ASSISTANT**

10+2 with Science with the Experience in analytical in chemical Analysis

**OR**

A degree in Science with Chemistry as one of the subject from a recognized university.

Contd. 12/-
<table>
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<tr>
<th>4.</th>
<th><strong>LABORATORY ASSISTANT</strong></th>
<th>10+2 with Science with some Experience in analytical in chemical Analysis</th>
</tr>
</thead>
</table>

* PF - Provident Fund shall be paid by the Service Provides as per Government Rules.
* ESI - Employees State Insurance – shall be paid by the Service Provider as per Govt. Rules.
* SC - Service Charge to be paid by IMD to the Service Provides.
* ST - Service Tax – as applicable.

I understand that for calculation of the lowest bid, the following formula will be used.

The Average rate of total numbers of Junior Analyst/Scientific Assistant/Technical Assistant/Lab. Assistant will be taken.

Yours faithfully,

(Signature of Authorized Person)

Place: ___________ Name ________________________
Date: ___________ Designation ____________
Business Address: ______________ Seal ________________________

Witness with signature

1) Name & Address ______________________________________________________
2) Name & Address ______________________________________________________
FORM-V

DECLARATION

Declaration letter on official letter head station the following:-

(i) We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

(ii) We are not black-listed by any Central/State Government/Public Sector Undertaking in India.

Yours faithfully,

(Signature of Authorized Person)

Place: __________ Name ____________________________

Date : __________ Designation ______________________

Business Address: __________________________ Seal _____________________________