



LIMITED TENDER FOR THE COLLECTION, TRANSPORT, TREATMENT AND DISPOSAL OF EXPIRY DRUGS FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)



BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

(Set up under the Department of Pharmaceuticals, Govt. of India)

8th Floor, Videocon Tower, Block E1,
Jhandewalan Extension, New Delhi-110055
Telephone: 011- 49431800/832/808

Website: janaushadhi.gov.in

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)
(SET UP UNDER THE DEPARTMENT OF PHARMACEUTICALS, GOVERNMENT OF INDIA)

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**Limited tender for the Collection, Transport, Treatment and Disposal of
Expiry Drugs for Bureau of Pharma Public Sector Undertakings of India
(BPPI)**

Tender Reference	BPPI/LTD./DRUG DISPOSAL-014/2021
Tender Website	www.janaushadhi.gov.in
Date of availability of tender documents on website	24/02/2021 (Wednesday)
Doubts and queries regarding Tender document should be sent by e-mail to “logistics4@janaushadhi.gov.in; logistics8@janaushadhi.gov.in; zmnorth@janaushadhi.gov.in”	03/03/2021 (Wednesday)
Last date and time for submission of tender	03/03/2021 (Wednesday) till 16:00 Hours
Time and date of opening of Technical Bid	04/03/2021 (Thursday) at 11.00 Hours
Time and date of opening of Financial Bid	04/03/2021 (Thursday) at 15.00 Hours
Place of opening of tender	Bureau of Pharma PSUs of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Address for Communication	Bureau of Pharma Public Sector Undertakings of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Cost of the Tender Document	Free of cost
Contact person for clarification if any	1. Mr. Rajkiran Dhariwal Senior Executive (Logistics & Supply) Phone: - 09999074740 Email: - logistics4@janaushadhi.gov.in 2. Mr. Sanjay Lohani Deputy Manager (Logistics &

	Supply) Phone: - 08376907463 Email: - logistics8@janaushadhi.gov.in
	3. Mr. Lokesh Sharma Manager (Warehouse) Phone: - 09214000191 Email: - zmnorth@janaushadhi.gov.in

The tender document can be downloaded free of cost from the website of BPPI www.janaushadhi.gov.in

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
(BPPI)

e-TENDER FOR RATE CONTRACT FOR DISPOSAL OF EXPIRY DRUGS TO

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)

PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA (PMBJP) is the initiative of Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India launching with the noble objective of making quality generic medicines available at affordable prices for all, particularly the poor and disadvantaged, through specialized outlets called PRADHAN MANTRI BHARTIYA JANAUSHADHI KENDRA (PMBJK). BPPI was established in December 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs, and identified as the executing agency for PMBJP.

The Bureau has been registered as an independent society under the Societies Registration Act, 1860, in April 2010.

At present, more than 7300 stores are functional. It is proposed to channelize efforts to popularize PMBJP and ensure availability of the complete basket of medicines at affordable prices.

Tender Inviting Authority – C.E.O, Bureau of Pharma Public Sector Undertakings of India, 8th Floor, Videocon Tower, Block E1, Jhandewalan Extension, New Delhi-110055 (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires).

Tender Accepting Authority – CEO, Bureau of Pharma Public Sector Undertakings of India (hereinafter referred as **BPPI** unless the context otherwise requires).

Tender Inviting Authority Invites **Limited Tender for the** for the **Collection, Transport, Treatment and Disposal of Expiry Drugs** by BPPI.

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INTRODUCTION

Bureau of Pharma PSUs of India (BPPI), the implementing agency of Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP); a noble scheme that provides quality generic medicines, surgical and consumables & medical devices, food products at affordable prices to all. BPPI works under the administrative control of Department of Pharmaceutical, Ministry of Chemicals and Fertilizers, Government of India and willing to engage an agency for the Collection, Transport, Treatment and Disposal of Expiry Drugs for Bureau of Pharma Public Sector Undertakings of India (BPPI). In addition to the above, the objectives of engaging an agency for the Collection, Transport, Treatment and Disposal of Expiry Drugs by BPPI are as under: -

The objective of engaging an agency for the Collection, Transport, Treatment and Disposal of Expiry Drugs/medicines for Bureau of Pharma Public Sector Undertakings of India (BPPI) are as follow: -

- Collection, Transport, Treatment and Disposal of Expiry Drugs for Bureau of Pharma Public Sector Undertakings of India of India (BPPI)

1. TENDERING SYSTEM:

The Bids are to be submitted in two Parts i.e.

- i. Technical Bid (**Cover “A”**)
- ii. Financial Bid / Price Bid (**Cover “B”**)

- i. The **TECHNICAL BID** shall contain the complete technical details of the firm/agency and the documents to provide the eligibility and competency of the intending bidder and shall be submitted offline only in the manner prescribed in Bid document.

The documents like “Tender Document and Bid Security Declaration” shall be submitted offline before the specified schedule at the office of BPPI super scribed, “**Tender Document and Bid Security Declaration for Tender Reference No.- BPPI/LTD./DRUG DISPOSAL-014/2021 for Collection, Transport, Treatment and Disposal of Expiry Drugs**”. This hard copy shall under no case substitute/modify the provisions of tender system.

- ii. The **Financial Bid/Price Bid** shall be valid for a period of 60 days from the date of opening of Technical Bid. Prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for further period as deemed fit on their original quoted prices and all terms & conditions. However, BPPI reserves the right to place orders at the quoted rate till such period.
 - a) The Tenderer shall fill in the rate per kilogram, % age rate of GST in respective column of BOQ for the quotation.
 - b) In determining the lowest evaluated price, the rate quoted per kilogram exclusive of GST as indicated in of the **BOQ** shall be taken into consideration.

- c) Tender has been called for in the Collection, Transport, Treatment and Disposal of Expiry Drugs. The Tenderers should quote the rates for the expiry medicines only. Any variation, if found, will result in rejection of the tender.
- d) Rates (inclusive of Collection, Transport, Treatment and Disposal charges, but exclusive GST should be quoted for each of the required medicines etc., on door delivery basis according to the BPPI order. The delivery of the services should be made as stipulated in the BPPI order placed with Tenderers.
- e) This is for engaging eligible Bio-Medical Waste Management Service Provider agency for one-time disposal of expired drugs available BPPI.

1. LAST DATE AND TIME FOR SUBMISSION OF OFFLINE TENDER:

- i. (a) Offline Bids in Hard copy with complete required documents as Per Clause 3. Eligibility Criteria of Bid [in two separate Cover {Technical bid (Cover “A”) and price bid (Cover “B”)}] shall be submitted till 17.00 Hours Up to 03/03/2021 (Wednesday) to Bureau of Pharma Public Sector Undertaking of India (BPPI) Head Office only on or before the specified schedule at the below mentioned address of BPPI with super scribed, **“Tender Document & Bid Security Declaration for Tender Reference No.- BPPI/LTD./DRUG DISPOSAL-014/2021 dated 24/02/2021 for the** Collection, Transport, Treatment and Disposal of Expiry Drugs

**“To,
Chief Executive Officer
Bureau of Pharma PSUs of India, (BPPI)
8th Floor, Videocon Tower, Block-E1,
Jhandewalan Extension, New Delhi-110055”**

- ii. **Late Tender:** -There is NO PROVISION of the submission of late tender beyond stipulated date & time in the tendering system.

- 2. **A. Scope of Work:** The selected firm (tenderer) shall be responsible for the handling, collection, transport and disposal of Expired drugs available at BPPI CWH and RWH. It shall be the legal duty of the firm to ensure that expired drugs are collected, transported and disposed in such a manner that they do not cause any adverse effect on human health or environment, **as per the provisions of Bio-Medical Waste (Management & Handling) Rule 2016 (Rules).**

- a. All legal responsibility of Expired drugs shall be of the Contractor immediately after it being picked up from the **BPPI RWH (Guwahati) (DAG No. 884 of K P PATTA no 04, Mughuapara, Pamohi village, Guwahati, Kamrup(M), Assam - 781035).**
- b. If any mishap happens during transportation all responsibility shall be that of the contractor.
- c. Irrespective of shut down/ break down of the plant/ incinerator/ CTF of the Contractor, it will be the responsibility of the contractor to collect Expired drugs from BPPI RWH (Guwahati).
- d. In case of breakdown, if disposal is not done within 48 hrs (as per rules & regulations of Bio-Medical Waste Management & Handling) Rule 1998, all legal responsibility shall be that of the contractor.
- e. The firm shall transport the Expired drugs in a dedicated covered vehicle to an authorized waste treatment facility center as per Rules and time to time according to instructions issued from the SPCB.
- f. It would be the inescapable duty of the firm to ensure that the instrument and practices used for the treatment and disposal of the waste is duly comply with the standards prescribed in Bio-Medical Waste (Management & Handling) Rules, 2016.

- g. The firm will provide Photo and video proof of the entire disposal process of the expired drugs collected from BPPI.
- h. The entire process of collection, transportation & disposal of drugs will be executed in presence of BPPI officials.
 - i) The firm (Contractor) would be required to assist BPPI in filling annual reports and other reports/ records as mandated by the appropriate pollution control authorities from time to time.
 - ii) The contract shall not be transferable to any one and the contractor shall be personally liable in respect of this arrangement.

3. ELIGIBILITY CRITERIA (TECHNICAL BID -COVER “A”):

Minimum Eligibility criteria along with list of documents to be submitted in Cover ‘A’. Bidders should meet the following criteria to be eligible for bidding and relevant papers/documents must be submitted by them in their technical bid (Cover- ‘A’) in support of their eligibility for the tender.

- a. Bidder should sign a **Bid Security Declaration** accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and if they fail to obliged/adhere the tender condition/ provision made in the bid document, they will be suspended for the period of two (2) years from the date of disqualification.

Note: The Micro and Small enterprises (MSEs) and the firms registered with National Small Industries Corporation (NSIC) etc. are exempted from submitting the Bid Security as per prevailing rules. However, they have to submit the valid documentary evidence in support of MSE/Registration with NSIC (indicating the items for which they are registered.) along with the technical bid.

- b. Documentary evidence of the constitution of the company/firm/Proprietorship such as Memorandum and Articles of Association, Partnership Deed etc. should be submitted with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor should be submitted.
- c. Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidding firm to sign the documents should be submitted.
- d. Copy of PAN Card of the bidder company should be submitted (self-attested).
- e. Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).
- f. Copy of Income Tax Return for any three of last four Consecutive Assessment years should be submitted (self-attested).
- g. Valid disposal License of the drugs/medicines with latest license renewal certificate (if any).
- h. The contractor should have valid authorization from State Pollution Control Board (SPCB) under Rule 8 (4) of the BIO Medical Waste (management & Handling) Rule, for the operation of common facility for the Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Bio-Medical waste.
- i. Experience certificate in the BIO Medical Waste management & Handling i.e., Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Bio- Medical waste issued by Competent Authority along with earlier disposal work order.

4. General Condition:

- a. Declaration **On nonjudicial Stamp Paper** for eligibility in participating the tender for quoted drugs in prescribed format as per **Annexure-II (Part A and Part B)**.
- b. Bidders shall submit dully attested copies of required valid authorization from State Pollution Control Board (SPCB) under Rule 8 (4) of the BIO Medical Waste (management & Handling) Rule, for the operation of common facility for the Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Bio- Medical waste.

- c. Bidders shall submit duly attested copies non-Conviction Certificate (NCC) issued by the concerned Licensing/ State Pollution Control Board (SPCB).
- d. Tenderer shall furnish Company's bank details as per Annexure IV (Mandate Form).
- e. Bidder shall declare their Maximum disposal Capacity (section wise) on non-judicial paper duly notarized.
- f. Duly attested Checklist as per (ANNEXURE- I) shall be submitted.

Note: -

- (i) The certificates/ reports / annexure submitted with the bid document should be self-attested by the authorized signatory of the firm with official seal, wherever required.
- ii) Technical evaluation of the Bid will be done on the basis of the above-mentioned criteria and documents mentioned in Clause no. 3 (TECHNICAL BID- COVER 'A').
- iii) Clear copy of all the required documents as per clause no. 2 and 3 should be submitted. In case hard copy of document submitted is not visible or tempered, BPPI shall not consider the bid.

5. PRICE BID – “COVER-B” (Financial Bid/BOQ)

A) Cover “B” (Financial Bid/BOQ) contains the Price Bid of the Tenderer. The Tenderer shall fill in the rate per kilogram, % age rate of GST as per Annexure III.

B) Determination of L1 Bidder:

- a) In determining the lowest evaluated price, the rate quoted per kilo gram of drugs/medicines, exclusive of GST of the BOQ shall be taken into consideration. The rates quoted should be in rupees and paise up to 2 digits.
- b) GST (Goods and Services Tax)-The Tenderers must indicate the rate of GST applicable and payable by them. In case no information is given, it shall be presumed that rate is inclusive of GST and no GST shall be charged by them under any circumstances.
- c) The bidder is required to indicate rate of GST (%) as digit only in column 4 of BOQ without suffixing the % sign and not to indicate amount of GST in Rs. at particular cell of excel sheet of BOQ.

6. GUIDELINES FOR THE PREPARATION OF TENDER:

- A) The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- B) **Language of Bid:** - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language, Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language.
- C) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidder firm should sign the documents in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document.

7. AMENDMENT OF TENDER DOCUMENTS:

At any time prior to the last date of submission of offline bid, Tender Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Tenderer, may modify the condition in Tender documents by uploading an amendment on BPPI website: www.janaushadhi.gov.in; will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of offline bid.

- A) Bidders are advised to check the *website of BPPI*: www.janaushadhi.gov.in; regularly at least 3 days prior to closing date of submission of tender for any corrigendum or amendment to the tender document.
- B) BPPI will not issue separate communication for any corrigendum or amendment.

8. METHOD OF SUBMISSION OF TENDER:

- A) The tender document shall be downloaded from the BPPI websites: janaushadhi.gov.in; Tender Document is free of cost. No tender cost is to be deposited.
- B) Bids shall be submitted offline only at BPPI Head Office on or before the stipulated date and time of the tender. Bids shall not be accepted without complete documents as mentioned in Clause 3 of tender document.
- C) Duly sealed separate envelope for Cover A (Technical bid) and Cover B {(Price Bid) as per Annexure III} shall be prepared and submitted on or before the stipulated date and time.
- D) If a particular document/Certificate to be submitted as specified in bid, is not applicable for a bidder, the bidder shall attach a scanned copy of declaration in the letter head stating that the specific document is not applicable/exempted for the bidder in connection to this tender.
- E) Bidder shall not modify the downloaded tender form including downloaded price Bid template in any manner. In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, and bidder is liable to be banned from doing business with BPPI.
- F) Interested eligible Tenderer may obtain further information in this regard from the office of the Tender Inviting Authority on all working days between 10:00 AM and 5:00 PM.

9. OPENING OF TENDER:

- A) The opening of the Technical Bid and the Price Bid will be done offline as specified. The date of technical bid opening is published in advance. The date of opening of price bid will be announced only after the opening and evaluation of Technical bid. The bidder who are found eligible and on satisfying the criteria for technical evaluation/based on undertakings & Declaration, will only be informed the time and date of opening of Price Bid - Cover “B” of the tender.
- B) Only authorized employee of tenderer is entitled to be present at the time of opening of Technical Bid - Cover “A” of the tender submitted by them.
- C) In case, the date for opening of technical bid is declared holiday, the technical bid shall be opened on next working day at 11.30 A.M.
- D) The original/attested hard copies (as mentioned in Clause no. 3, eligibility criteria) must reach the BPPI Head office on or before stipulated time, failing which the bid shall be summarily rejected.

13. EVALUATION OF TENDER:

- A) Technical evaluation of the Bid will be done on the basis of criteria and documents mentioned in S.N. 3 (TECHNICAL BID-COVER A).
- B) Bids of firms who have furnished all the required documents will be considered.
- C) If at any stage, it is found that the contract has been successfully obtained by the bidder by submitting forged/fabricated certificates/documents/licenses and/or by concealing the fact about blacklisting/debarring/de-registration of the firm by Govt. of India/Suspension/Cancellation/non-renewal of the manufacturing license of the bidder firm, the tender bid/rate contract may be rejected/terminated and suitable punitive action may be taken against the firm.

After evaluation of technical bid of tenderer/bidder, BPPI may ask the objection/clarification from tenderer/ bidder.

14. INSPECTION OF FACILITIES UTILISED IN FOR DISPOSAL, STORAGE OF EXPIRY MEDICINES:

- A) BPPI or its authorized representative(s) has/have the right to inspect the **facilities utilized in for disposal, storage of expiry medicines** of Tenderers, before accepting the rate quoted by them or before releasing any work order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the orders issued and/or not to place further order, based on adverse reports brought out during such inspections. Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- B) Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during Site inspection and Physical Verification.

15. AWARD OF CONTRACT:

- A) The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation as per the clause 5. B) Determination of L1 bidder. Acceptance /Rejection of BID, subject to the reservations and preferences to BPPI.
- B) The Tender Inviting Authority shall issue work order to the lowest responsive bidder and shall be Communicated by e-mail / fax / letter. It will be deemed as valid communication.
- C) The successful bidder, upon receipt of the work order, shall communicate the acceptance of the same to the BPPI and shall furnish the documents, asked if any.
- D) The bidder shall not, at any time, assign, sub-let, or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever. Such practices will be deemed as fraudulent practices and also as breach of terms of contract and shall invite punitive action.

16. PERFORMANCE SECURITY DEPOSIT:

- A) On being informed about the acceptance of the tender for Contract, the Performance Security Deposit @ 3% will be deducted from each running bills and accumulated security deposit will be refunded without any interest by BPPI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract.

17. METHODOLOGY FOR PLACING WORK ORDER FOR DISPOSAL OF DRUGS.

For the above purpose the following procedures will be adopted

- A) After the conclusion of Price Bid opening (Cover B), the rates offered by tenderers for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that tenderer is informed.
- B) BPPI reserves right to issue purchase order for any drug on any one rate contract holder or more than one rate contract holder for **work orders for disposal**.
- C) If two or more than two Tenderer's are declared as lowest bidder for the same formulation, such Tenderers are eligible for Contract and the placement of Work order for such formulation for which they are declared as lowest.
- D) The agency/contractor shall **collect, transport, treat, and dispose of expiry drugs** from any of the BPPI Warehouse **as mentioned in purchase order** (or any other place decided by BPPI).
- E) The Bidder reserves the right to conclude one or more than one rate contract for the same formulation.
- F) The purchaser has the option to renegotiate the price with the rate contract holders. In case of emergency, the purchaser may purchase the same item through Ad hoc contract with a new supplier.
- G) The rates quoted shall not be varied with the work order quantity during the full contract period.

NOTE: BPPI don't give any guarantee of minimum work order under this Rate Contract.

18. Collection of expiry medicines:

- A) Work orders will be issued to the Tenderer(s) at the discretion of the BPPI as per actual requirements. Agency/Contractor shall **collect, transport, treat, and dispose expiry drugs/medicines** at any or all of the following warehouse of BPPI or any other place decided by BPPI:
 - i) **Regional Warehouse Guwahati (Bureau of Pharma Public Sector Undertaking of India (BPPI))**
 DAG No. 884 of K P PATTA no 04 , Mughuapara, Pamohi village, Guwahati, Kamrup(M),
 Assam - 781035
 Phone No. – 011-49431800
- B) Within 3 days from the receipt of work orders the Agency/Contractor should inform BPPI through **mail** and they shall execute collection of expiry medicines for disposal within 7 days.

19. CONFLICT OF INTEREST

- i. The Agency is required to provide professional, objective and impartial advice and at all times hold the BPPI interest's paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- ii. Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- iii. **Conflicting Activities:** An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- iv. **Conflicting Assignment/job:** An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be

executed for the same or for another Employer.

- v. **Conflicting Relationships:** An Agency that has family relationship with a member of the BPPI staff who is directly or indirectly involved in any part of the event shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the BPPI throughout the selection process and the execution of the Contract. Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of BPPI, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the BPPI comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

20. PAYMENT SCHEDULE

- i. Payment will be released to the agency on successful completion of the work order based upon invoice submission within 60 days.
- ii. No advance payment will be made. All payments shall be made in Indian Rupees.

21. PENALTY CLAUSE

- i. All content, reports and other documents submitted by the bidder pursuant to this work order shall become and remain the property of the BPPI.
- ii. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder does not fulfill any of the contractual obligation, the BPPI may take a decision to cancel the contract with immediate effect and stringent action shall be taken against the agency/bidder.
- iii. Any violations during execution of the services on scheduled date & time, the Agency/bidder shall be liable to pay a Liquidated Damages (LD) at a rate of 10 % of total contract value/forfeiture of EMD along with other penalties.
- iv. The BPPI will have the right to cancel the contract at any time without assigning any reason thereof.

22. ARBITRATION

- a) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the BPPI would appoint a sole arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on both the parties.
- b) It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not
- c) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re- enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

23. APPLICABLE LAW AND JURISDICTION

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

24. INDEMNIFICATION

1. The Agency/bidder shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.
2. The Agency/bidder shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.
3. The Agency/bidder shall indemnify, protect, and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.
4. The BPPI shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Agency/Agencies.
5. All claims regarding indemnity shall survive the termination or expiry of the work order.

25. FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the BPPI may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- a) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.2 (Penalty Clause).
- b) Cancel the contract or a portion thereof by serving prior notice to the Agency.
- c) The BPPI may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the BPPI or take any other action as deemed necessary.

26. AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

The BPPI is committed to its 'values & beliefs' and business practices to ensure that Agency, who provides services, will also comply with these principles.

a. Bribery and corruption:

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

b. Integrity, indemnity & limitation:

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the BPPI. If it is discovered at any stage that any business/contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the BPPI. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the BPPI or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the BPPI on account of such fraud, misrepresentation or suppression of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

ANNEXURE – I

Ref. Clause 3 (N)

CHECK-LIST (Whether Uploaded the documents)

COVER – A

S.N.	Check List	YES /No	Page No.	Remarks
1	Check list – ANNEXURE – I as per clause 4. f.			
2	Bid Security declaration on non-judicial stamp paper as per ANNEXURE-III (Clause 3.a)			
3	NSIC or MSME certificate (If claimed for EMD exemption) as per Clause No. 3. a Note.			
4	Copies of documentary evidence for the constitutions of the company / Firm/ Proprietorship such as Memorandum and Article of Association, Partnership deed with complete address as per Clause 3. b.			
5	Power of attorney or Resolution of board by which the authorized signatory has been authorized by the Tenderer to sign the tender documents as per clause 3.c.			
6	Copy of valid disposal License of the drugs/medicines with latest license renewal certificate (if any).			
7	Copy of valid authorization from State Pollution Control Board (SPCB) under Rule 8 (4) of the BIO Medical Waste (management & Handling) Rule, for the operation of common facility for the Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Bio- Medical waste.			
8	Copy of experience certificate in the BIO Medical Waste management & Handling i.e., Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Bio- Medical waste issued by Competent Authority along with earlier disposal work order.			
9	Self-declaration of Maximum disposal Capacity (section wise) on non-judicial paper duly notarized.			
10	Copy of dully attested copies non-Conviction Certificate (NCC) issued by the concerned Licensing/ State Pollution Control Board (SPCB) shall be submitted.			
11	ANNEXURE –II (Declaration On non-judicial Stamp Paper for eligibility in participating the tender) original Annexure II delivered to BPPI as per clause 4.a.			
12	ANNEXURE-IV (Mandate form) to furnish company bank details as per clause 4 (d).			

13	Separate envelope Cover “B” (Financial Bid/BOQ) contains the Price Bid of the Tenderer shall be submitted as per clause 5 and Annexure III			
14	Self-attested copy of PAN Card of the Bidder Company. As per Clause 3(O).			
15	Self-attested copy of Certificate of valid GST registration of the bidder company. As per Clause 3(P).			
16	Self-attested copy of Income Tax Return for any three of last four consecutive Assessment years. As per Clause 3(Q).			

NOTE: - Bid Security declaration, ANNEXURE II, ANNEXURE IV, ANNEXURE V and ANNEXURE VI are to be delivered in original to BPPI, rest of the document duly authorized should be submitted on or before stipulate date as mentioned in the tender document “technical cover A”.

Name of authorized signatory:

Signature of authorized signatory:

Company seal:

Annexure II

Part -A

(On nonjudicial Stamp Paper)

DECLARATION

I/We M/s. represented by its Proprietor/Managing Partner /Managing Director having its registered office at do hereby declare as under: -

1. I/we hereby certify that all the particulars given by me are correct and true to the best of my/our knowledge.
2. I/we certify that if appointed for selection, I/we shall appoint separate teams for any competing clients who are in the same business as BPPI to avoid clash of interests and maintenance of secrecy. In case at any stage, it is found that the information given by me/us is false/incorrect, BPPI shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.
3. I am / We are aware of the Tender Inviting Authority's right to suspension of bid and blacklist me/ us for a period of 3 years if, any information furnished by us proved to be false at any time.
4. I am / We declare that we possess the valid certificates as required in tender & complies and continue to comply with the conditions laid in the tender document.

Signed.....

Name:

Designation.....

(Company Seal)

Witness: -

(1) Signature:

Name:

Designation:

(2) Signature:

Name:

Designation:

(To be attested by the Notary)

Part -B

APPLICATION FORM

Limited tender for Appointment of Bio-Medical/ **Bio-Medical** Waste Disposal Agency for disposal of expired drugs at BPPI CWH & RWH, having experience in operation of common facility for the Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Bio-Medical/ **Bio-Medical** waste, for stock audit of BPPI for Financial Year 2018-19.

Status of Firm

1. (a) Name of the firm/organization (in Capital letters) _____

(b) Address of the Head Office _____

(Please also give telephone no. _____

And E-mail address): _____

(c) PAN of the firm/organization _____

(d) GST of the firm/organization _____

2. (a) Date of constitution of the firm/organization _____

Validity of certificate from State Pollution Control Board. (Attach Copy of the certificate)

SPCB Certificate No: _____

3. Full-Time Partners of the firms as on 01.01.2021 _____

4. Numbers of part Time Partners/others if any, as on 01/01/2021 _____

5.No. Branches _____

6. Address of Branch with E-mail & telephone No. _____

7. Copy of Profile of the firm.

8. Quote for disposal of Bio-Medical Waste/ Kg _____

Kindly attach all valid certifications along with the form.

Terms & Conditions

1. The contract will be awarded to the agency, based on the highest score for the technical and financial proposals. The decision of the committee will be final and binding. BPPI reserves the right to accept or reject a proposal without assigning any reason thereof.
2. LTE is invited under two bid system super scribing on the top of envelop as "Technical Bid/Financial Bid for the Collection, Transport, Treatment and Disposal of Expiry Drugs" and should reach BPPI head office latest by 03.03.2021 up to 16.00 PM.
3. Technical bids will be opened in BPPI Head office on 04.03.2021 at 11.00 PM and financial bids of the successful bidder(s) will be opened on 04.03.2021 at 15.00 PM by the committee.
4. The technical bid will be opened on the same date by the internal committee constituted by the competent authority to select the final Agency/firm.
5. The prospective bidder(s) may like to visit our CWH, before submitting the bid, during all working days from 9.30 am to 6.00 pm.
6. The method of evaluation of technical bid, financial bid
7. Quotations received after closing date and time will not be considered.

8. The rates once approved and accepted, will be valid for a period of one year from the date of issuance of 1st work order on the same rate, terms & conditions.
9. The firm must complete the work order within 45 days from the date of issuance of work order and it can be extendable on approval of BPPI.
10. Panel interest @ 2% per day shall be deducted for any delay.
11. The bidder must submit self-attested copies of PAN, firm registration certificate, GST registration certificate and pollution under control certificate.
12. The bidder must have the Average annual turnover of Rs. 25.00 lakhs for each of the last three years.
13. Self-attested undertaking must be submitted by the bidder that the firm has not been blacklisted by any Government organization.
14. All pages of tender documents should be signed and stamped.
15. All dispute shall be settled under Delhi jurisdiction.
16. The payment will be made as per Govt. rules & procedures.
17. The competent authority reserves the right to accept or reject any tender/bid without assigning any reason and is not bound to accept the lowest or any tender.

Annexure -III
Cover-B Ref. Clause no. 5
Format for Financial Bid

(1)	(2)	(3)	(4)	(5)
Sl. No.	Specifications of the material	Rate for per Kilogram disposal of drugs (in numbers and words)	Rate of GST in % for per Kilogram disposal of drugs (in numbers and words) if any	Total amount with Taxes for per Kilogram disposal of drugs (in numbers and words)
1.	All types of Syrup. A) Quotations must be mentioned in numeric value as well as in words.			

Name of authorized signatory:

Signature of authorized signatory:

Company seal:

ANNEXURE IV

Ref. clause 4 (d)

MANDATE FORM

Sl. No.	Details Required	
1.	Company Name	
2.	Postal Address of the Company	
	GST No.	
	Telephone No.	
	Fax No.	
	E-mail ID	
3.	Name of the Managing Director / Director / Manager	
	Mobile No. / Phone No	
	E-mail ID	
4.	Name and Designation of the authorized company official	Name:
		Designation:
	Mobile No.	
	E-mail ID	
6.	Bank Details	
	a) Name of the Bank	
	b) Branch Name & address	
	c) Branch Code No.	
	d) Branch Manager Mobile No.	
	e) Branch Telephone no	
	f) Branch E-mail ID	
	g) 9-digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank	
	h) IFSC Code of the Branch	
	i) Type of Account (Current / Savings)	
	j) Account Number (as appear in cheque book)	

(In lieu of the bank certificate to be obtained, please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all the reasons of incomplete or incorrect information, I would not hold Bureau of Pharma Public Sector Undertakings of India (BPPI) responsible. I have read the conditions of the tender / Rate contract entered and agree to discharge the

responsibility expected of me / from the company as a tenderer / successful tenderer.

Date:

Signature :

Name :

Designation:

Place:

Company Seal

(Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY
ARE CORRECT AS PER OUR RECORDS.

Signature of the authorized official of the bank

Bank Seal with address:
