



E-Tender for The Collection, Transport, Treatment and Disposal of Expiry Drugs for Pharmaceuticals & Medical Devices Bureau of India (PMBI)



Last date and time for online submission of tender 12/04/2022 (Tuesday) till 16:00 Hours

PHARMACEUTICALS & MEDICAL DEVICES BUREAU 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

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

**(SET UP UNDER THE DEPARTMENT OF PHARMACEUTICALS,
GOVERNMENT OF INDIA)**

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**E- Tender for the Collection, Transport, Treatment and Disposal of
Expiry Drugs for Pharmaceuticals & Medical Devices Bureau of India
(PMBI)**

Tender Reference	PMBI/OPEN/DRUG DISPOSAL/001/2022, Date-23/03/2022
Tender Website	https://eprocure.gov.in
Date of availability of tender documents on website	23/03/2022 (Wednesday)
Doubts and queries regarding Tender document should be sent by e-mail to logistics4@janaushadhi.gov.in ; logistics8@janaushadhi.gov.in ; dgm@janaushadhi.gov.in	25/03/2022 (Friday)
Time and date and place pre-bid meeting	On 28/03/2022(Friday) at 11:00 AM Pharmaceuticals & Medical Devices Bureau of India, 8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Last date and time for submission of online tender	12/04/2022 (Tuesday) till 16:00 Hours
<u>Last Date and time for submission of <i>Bid</i></u> <u><i>Security Declaration and Original Required</i></u> <u><i>Documents as per ANNEXURE I (Check List), in</i></u> <u><i>physical Form in office of Pharmaceuticals &</i></u> <u><i>Medical Devices Bureau of India, 8th Floor,</i></u> <u><i>Videocon Tower, Block-E1, Jhandewalan</i></u> <u><i>Extension, New Delhi-110055</i></u>	18/04/2022 (Monday) at 16.00 Hours
Time and date of opening Technical Bid	21/04/2022 (Thursday) at 11.00 Hours
Place of opening of tender	Pharmaceuticals & Medical Devices Bureau of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055

Opening of Tender		Online on https://eprocure.gov.in
	Address for Communication	Pharmaceuticals & Medical Devices Bureau 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	<p>1. Mr. Rajkiran Dhariwal Senior Executive (Logistics & Supply) Phone: - 09999074740 Email: - logistics4@janaushadhi.gov.in</p> <p>2. Mr. Sanjay Lohani Deputy Manager (Logistics & Supply) Phone: - 08376907463 Email: - logistics8@janaushadhi.gov.in</p> <p>3. Mr. Kundan Kumar Singh Deputy General Manager (Logistics & Sales) Phone: - 07544009155 Email: - dgm@janaushadhi.gov.in</p>

The tender document can be downloaded free of cost from the CPPP e-Procurement Portal <https://eprocure.gov.in> and from the website of PMBI: janaushadhi.gov.in.

Note: *The bidders shall be solely responsible for checking these websites at least 3 days prior to closing date of submission of tender for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids. Bids will be opened online*

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PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

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

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

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 (PMBI) 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 8600 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, Pharmaceuticals & Medical Devices Bureau 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, Pharmaceuticals & Medical Devices Bureau of India (hereinafter referred as **PMBI** unless the context otherwise requires).

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

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INTRODUCTION

Pharmaceuticals & Medical Devices Bureau of India (PMBI), 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. PMBI 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 Pharmaceuticals & Medical Devices Bureau of India (PMBI). In addition to the above, the objectives of engaging an agency for the Collection, Transport, Treatment and Disposal of Expiry Drugs by PMBI are as under: -

The objective of engaging an agency for the ‘Collection, Transport, Treatment and Disposal of Expiry Drugs/medicines/surgical & consumable items or disposal of items desired’ for Pharmaceuticals & Medical Devices Bureau of India (**PMBI**) are as follow: -

- Collection, Transport, Treatment and Disposal of Expiry Drugs for Pharmaceuticals & Medical Devices Bureau of India of India (PMBI)

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 online only in the manner prescribed in Bid document.

The documents like “Tender Document as per annexure” shall be submitted online before the specified schedule at the office of PMBI super scribed, **“Tender Document and Bid Security Declaration for Tender Reference No.- PMBI/OPEN/DRUGDISPOSAL/001/2022 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 150 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 disposal prices and all terms & conditions. However, PMBI reserves the right to place orders at the disposal 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 disposal 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 disposal of expiry medicines as per kg 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 disposal per kg rate only.
 - e) This is for engaging eligible Bio-Medical Waste Management Service Provider agency for one-time disposal of expired drugs available PMBI.

2. LAST DATE AND TIME FOR SUBMISSION OF ONLINE TENDER:

- i. (a) Online Bids [in two separate Cover {Technical bid (Cover “A”) and price bid (Cover “B”)}] shall be submitted till 16.00 Hours Up to 12/04/2022 (Tuesday) on CPP portal i.e., <https://eprocure.gov.in>.
- (b) Hard copy of complete required documents as Per Clause 4. Eligibility Criteria of Bid and Bid Security Declaration shall be submitted as before the specified schedule at the below mentioned address of PMBI with super scribed, **“Tender Document & Bid Security Declaration for**

Tender Reference No.- PMBI/OPEN/DRUG DISPOSAL-001/2022 dated 23/03/2022 for the Collection, Transport, Treatment and Disposal of Expiry Drugs

**“To,
Chief Executive Officer
Pharmaceuticals & Medical Devices Bureau of India, (PMBI)
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.

3. Scope of Work:

The selected firm (tenderer) shall be responsible for the handling, collection, transport, treatment, and disposal of Expired drugs available at PMBI Warehouse's. 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 following PMBI warehouse: -

i). Central Warehouse Gurugram (Pharmaceuticals & Medical Devices Bureau of India (PMBI)

Sugal Logistic Park, Warehouse No.1, Opp. GITM College, Bilaspur-Tauru Road
Village Bilaspur and Khasra No. 60//14/2, 17,24,6,15, 16, 25, 7/1, 14/1, 61//9,
10, 11,62//3/2, 4,10//17, 24, 19//3, 8/2, 9/1/1, 12/2/2/2 min 13/1/1 min.
Pin Code – 122413
Phone No. – 011-49431800

ii). Regional Warehouse Guwahati (Pharmaceuticals & Medical Devices Bureau of India (PMBI)

DAG No. 884 of K P PATTA No. 04, Mughuapara, Pamohi Village, Dist. Kamrup
(M) Guwahati, Assam India 781035.
Phone No. – 011-49431800

iii). Regional Warehouse Chennai (Pharmaceuticals & Medical Devices Bureau of India (PMBI)

79, KIZHMUTHALAMPEDU, PANAPAKKAM,
City Tiruvallur, State Tamil Nadu
Pin Code – 601201
Phone No. – 011-49431800

- 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 PMBI Warehouses.
- 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 PMBI.
- h. The entire process of collection, transportation & disposal of drugs will be executed in presence of PMBI officials.
- i. The firm (Contractor) would be required to assist PMBI 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.

4. 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.

- I. 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 oblige/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 (As per annexure -III).

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 along with the technical bid.

- a) 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.
- b) 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.
- c) Copies of the Audited Balance Sheet, Profit and Loss statement showing details of their annual average turnover for the last three consecutive financial years not less than **50 Lakh (Fifty Lakh)**. Details shall be provided in prescribed Performa as per Annexure IV. Original copies are to be submitted.
- d) Minimum 3 Years’ 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.

Note :- The prior turnover and prior experience for Start-ups/ MSME (as defined by Department of Industrial Policy and Promotion) shall be applicable subject to submission of certificate of recognition as start up by Department of Industrial Policy and Promotion for quotation.

- e) Declaration **On nonjudicial Stamp Paper** for eligibility in participating the tender for disposal drugs in prescribed format as per **Annexure-II**.
- f) Tenderer shall furnish Company's bank details as per Annexure V (Mandate Form).

On nonjudicial Stamp Paper for eligibility in participating the tender for disposal drugs in prescribed format as per **Annexure-II**.

- g) Tenderer shall furnish Company's bank details as per Annexure V (Mandate Form).
- h) Bidder shall declare their Maximum disposal Capacity (section wise) on non-judicial paper duly notarized along with copy of **(Form- III issued by State Pollution Control Board)**.

Bidder must have minimum capacity of disposal of waste category as follows

Installed treatment and disposal capacity – (Capacity of incinerator-50 Kg/hour, Capacity of Autoclave – 800 liter/batch & Shredder – 100 kg/hour.

Type of Waste Category	Quantity Permitted for Handling
Yellow --	800 Kg/day
Red --	600 Kg/day
White (Translucent) --	40 Kg/day
Blue --	400/day

- i) Duly attested Checklist as per (ANNEXURE- I) shall be submitted.
- j) Bidders shall submit duly attested copies Non-Conviction Certificate (NCC) issued by the concerned Licensing/ State Pollution Control Board (SPCB).
- k) Copy of PAN Card of the bidder company should be submitted (self-attested).
- l) Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).
- m) Copy of Income Tax Return for any three of last four Consecutive Assessment years should be submitted (self-attested).
- n) Valid disposal License of the drugs/medicines with latest license renewal certificate (if any).
- o) 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.

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. 4 (TECHNICAL BID- COVER 'A') Mandatory Documents shall be submitted online only at CPPP portal: <https://eprocure.gov.in> Failing which the bid will not be considered for technical evaluation.

- iii) Hard copy of required documents uploaded shall be submitted along with Bid Security Declaration and other required documents on or before the last day of submission of tender for purely evaluation purposes. However, the submission of hard copy of uploaded tender document submitted shall not substitute/modify the provisions of e-tendering system.
- iv) The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on <https://eprocure.gov.in>

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 rate of GST in respective column of BOQ disposal.

B) Determination of L1 Bidder:

- i. In determining the lowest evaluated price, the rate disposal per kilo gram of drugs/medicines, exclusive of GST of the BOQ shall be taken into consideration. The rates disposal should be in rupees and paisa up to 2 digits.
- ii. 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.
- iii. 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.

5. General Condition:

- I. Tender is invited for disposal of drugs (Like: - Tablets, Injection, Syrup, Surgical & other etc.) with all its packing from different PMBI warehouse as mentioned in clause no. 3 (a) or any other place as decided by PMBI.
- II. The prospective bidder(s) may like to visit our CWH/RWH, before submitting the bid, during all working days from 9.30 am to 6.00 pm.
- III. The firm must complete the work order within 30 days from the date of issuance of work order and it can be extendable on approval of PMBI.
- IV. Delay work panel charger @ 2% per week shall be deducted for any delay, maximum up to 50%.
- V. The bidder should be award for do the disposal for all PMBI warehouse as per clause no. 3a.
- VI. Drugs approx. weight and no boxes available at PMBI warehouse as mentioned below.

Branch Name	No of box	Weight in Kg.
Gurugram	28000	252000
Chennai	30000	270000
Guwahati	14000	126000
Total	72000	648000

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. PERIOD OF VALIDITY OF TENDER:

- a) The tender must remain valid for minimum 60 days from the date of opening of Technical Bid. (As mentioned in **Clause 1.ii**)
- b) Prior to the expiration of the bid validity the Tender Inviting Authority may extend the bid validity for further period with mutual consent of the bidder.
- c) The bidder who has extended the bid validity is not required or permitted to modify its bid.
- d) The bidder cannot withdraw the bid within validity of Tender.
- e) 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.

8. AMENDMENT OF TENDER DOCUMENTS:

At any time prior to the last date of submission of online 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 PMBI website: www.janaushadhi.gov.in; and on CPP portal i.e. <https://eprocure.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 online bid.

- A) Bidders are advised to check the *website of PMBI*: 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) PMBI will not issue separate communication for any corrigendum or amendment.

9. METHOD OF SUBMISSION OF TENDER:

- A) The tender document shall be downloaded from the websites janaushadhi.gov.in; and CPP portal i.e., <https://eprocure.gov.in>. Tender Document is free of cost. No tender cost is to be deposited.
- B) Bids shall be submitted online only at CPP Portal i.e., <https://eprocure.gov.in>. Manual bids shall not be accepted except for the original documents/instruments as mentioned in Clause 3 of tender document.
- C) Bidders are advised to follow the 'Special Instructions to the Contractors/Bidders for the e-submission of the bids online' available through the link 'Help for Contractors' at the e-Procurement Portal <https://eprocure.gov.in>.
- D) 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 PMBI.
- E) 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.
- F) Once the bid has been uploaded in the CPP Portal <https://eprocure.gov.in> the bidder has to make Sure that he has uploaded the files in the correct format and the bidder has to download the uploaded files from their own end and has to check whether the files uploaded is in proper format or not, no corrupted files have to be uploaded.

10. MODIFICATION AND WITHDRAWAL OF BIDS:

- A) The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Technical Bid.
- B) No bid will be allowed to be withdrawn after the last date & time of submission of online Technical Bids.

11. OPENING OF TENDER:

- A) The opening of the Technical Bid and the Price Bid will be done online 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. , eligibility criteria) must reach the PMBI Head office on or before stipulated time, failing which the bid shall be summarily rejected.

12. EVALUATION OF TENDER:

- A) Technical evaluation of the Bid will be done on the basis of criteria and documents mentioned in **Clause no. 4** (TECHNICAL BID-COVER A) & Annexure I (Check List).
- B) 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.
- C) After evaluation of technical bid of tenderer/bidder, PMBI may ask the objection/clarification from tenderer/ bidder.

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

- A) PMBI 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 disposal 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.

14. ACCEPTANCE /REJECTION OF BIDS

- A) Evaluation of the tender and determination of the L1 rate (Lowest rate) will be done based on rate per kg exclusive of GST as mentioned in **column 7 of BOQ**.
- B) However, in case the price disposal by the lowest responsive tenderer (L1) is not reasonable and un-acceptable, the price may be negotiated with L1 only as per CVC guidelines and, if it reduces the price to the desirable level, rate contract may be concluded with L1.
- C) Negotiation if required will be done strictly as per Central Vigilance Commission guidelines.
- D) Letter of acceptance of tenders for Rate Contract will be communicated to the Tenderers in writing.

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 PMBI.

C) **Letter of Acceptance:**

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.

D) The successful bidder, upon receipt of the work order, shall communicate the acceptance of the same to the PMBI and shall furnish the documents, asked if any.

E) 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. There will be a Security Deposit amounting to 3% of the total value of the awarded work order as per letter of intent which shall be furnished by the successful bidder to the Tender Inviting Authority within the stipulated time period as per the LOI.
- B. The Security Deposit should be paid in favor of Pharmaceuticals & Medical Devices Bureau of India (PMBI) in form of Demand Draft within stipulated time frame as per the LOI.
- C. Tender Inviting Authority will release the Security Deposit without any interest to the bidder on successful completion of the bidder's all contractual obligations.

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

For the above purpose, the following procedures will be adopted

- A) If two or more than two Tenderer's are declared as lowest bidder for the same work orders, such Tenderers are eligible for Contract and the placement of Work order as they are declared as lowest.
- B) The agency/contractor shall **collect, transport, treat, and dispose of expiry drugs** from all the PMBI Warehouse **as mentioned in work order**.
- C) The Bidder reserves the right to conclude one or more than one rate contract for the same formulation.

18. Collection of expiry medicines:

- A) Work orders will be issued to the Tenderer(s) at the discretion of the PMBI as per kg. Agency/Contractor shall **collect, transport, treat, and dispose expiry drugs/medicines** from all of the following warehouse of PMBI:

- i) **Central Warehouse Gurugram (Pharmaceuticals & Medical Devices Bureau of India (PMBI)**

- Sugal Logistic Park, Warehouse No.1, Opp. GITM College, Bilaspur-Tauru Road
Village Bilaspur and Khasra No. 60//14/2, 17,24,6,15, 16, 25, 7/1, 14/1, 61//9,
10, 11,62//3/2, 4,10//17, 24, 19//3, 8/2, 9/1/1, 12/2/2/2 min 13/1/1 min.
Pin Code – 122413
Phone No. – 011-49431800

ii) Regional Warehouse Guwahati (Pharmaceuticals & Medical Devices Bureau of India (PMBI))

DAG No. 884 of K P PATTA No. 04, Mughuapara, Pamohi Village, Dist. Kamrup
(M) Guwahati, Assam India 781035.
Phone No. – 011-49431800

iii) Regional Warehouse Chennai (Pharmaceuticals & Medical Devices Bureau of India (PMBI))

79, KIZHMUTHALAMPEDU, PANAPAKKAM,
City Tiruvallur, State Tamil Nadu
Pin Code – 601201
Phone No. – 011-49431800

- B) Within 3 days from the receipt of work orders the Agency/Contractor should inform PMBI through mail and they shall share the disposal schedule for collection of expiry medicines for disposal from all the warehouses.

19. CONFLICT OF INTEREST

- i. The Agency is required to provide professional, objective and impartial advice and at all times hold the PMBI 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 PMBI 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 PMBI 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 PMBI, 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 PMBI 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 PMBI.
- 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 PMBI 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 PMBI 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 PMBI 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

- A. 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.

- B. 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.
- C. 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.
- D. The PMBI 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.
- E. 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 PMBI 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 PMBI 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 PMBI or take any other action as deemed necessary.

26. AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

The PMBI 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 PMBI. 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 PMBI. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the PMBI 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 PMBI on account of such fraud, misrepresentation, or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

ANNEXURE – I

Ref. Clause 4 (i)

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.			
2	Bid Security declaration on non-judicial stamp paper as per ANNEXURE-III (Clause 4. A.1).			
3	NSIC or MSME certificate (If claimed for EMD exemption) as per Clause No. 4. 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 4. a.			
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 4.b.			
6	Copy of Non-Conviction Certificate issued by the concerned Licensing Authority from Drug Controller Administration of the State, not older than 12 months as per Clause no. 4. j.			
7	Copy of Maximum Disposal Capacity Certificate (section wise) issued by concerned Licensing Authority highlighting the disposal product section as per Clause no. 4. h.			
8	Self-attested copy of Minimum 3 Years' 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 as per the Clause no. 4. d.			
9	ANNEXURE –II (Declaration On non-judicial Stamp Paper for eligibility in participating the tender) original Annexure II delivered to PMBI as per clause 4. e.			
10	Copy of Audited Annual Balance sheet and Profit and loss statement showing details of their Annual average turn over not less than 50 Lakhs for any three of the last four consecutive financial years as per 4. c.			
11	ANNEXURE IV {certificate from the C.A. (Chartered Accountant) or Company Secretary. Original Annexure IV delivered to PMBI as per clause 4. c.			
12	ANNEXURE-V (Mandate form) to furnish company bank details as per clause 4 (f)			
13	Self-attested copy of PAN Card of the Bidder Company. As per Clause 4(k).			
14	Self-attested copy of Certificate of valid GST registration of the bidder company. As per Clause 4(l).			
15	Self-attested copy of Income Tax Return for any three of last four consecutive Assessment years. As per Clause 4(m).			

NOTE: - Bid Security Declaration (ANNEXURE II, ANNEXURE III, ANNEXURE IV and ANNEXURE V are to be delivered in original to PMBI, 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

(On nonjudicial Stamp Paper)

Ref. Clause No. 4. (f)

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 PMBI 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, PMBI 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)

To be attested by the Notary

ANNEXURE –III

BID SECURITY DECLARATION

(On nonjudicial Stamp Paper)

Ref. Clause No. 4. (a)

Date _____ :

[DD/MM/YYYY]

Tender No.:

To:

[Purchaser]

I/We....., the undersigned, declare that: I/We understand that, according to **Pharma Public Sector Undertaking of India (PMBI)** tender conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that I/we may be disqualified/ suspended from bidding for any contract with the **Bureau of Pharma Public Sector Undertaking of India (PMBI)** for the period of two (2) years, if I am/we are in a breach of any obligation under the bid conditions, because I/we:

- (a) have withdrawn or modified my/our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the **PMBI** during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instruction to Bidders.

I/We understand this BID SECURITY DECLARATION shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: [signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the BID SECURITY DECLARATION]

Name: insert complete name of person signing the BID SECURITY DECLARATION

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____.

Corporate/Company Seal:

Note: In case of a Partnership firm, the BID SECURITY DECLARATION must be in the name of all partners to the Partnership firm that submits the bid.

ANNEXURE- IV

Ref. Clause No. 4. (d)

{Format for a certificate from the C.A. (Chartered Accountant) or Company Secretary }

(I) It is certified that M/s.....is a Private Ltd./Ltd.
/Proprietorship/Partnership company/firm and they have PAN no.....and GST
registration no.....They have filed Income tax returned and GST returned
up to date. The authorized signatory of the company/firm is
Shri.....and whose signature is attested as under:.....

(II) The annual Turnover of M/s. for any three of the last four
consecutive financial years for manufacturing of drugs are given below and certified that the
statement is true and correct.

Sl. No.	Financial Year	Turnover in Rupees (₹) in Crore (Rs.)	Turnover in Rupees in Crore (in words)
1.	2018-19	₹	
2.	2019-20	₹	
3.	2020-21	₹	
Total Turnover		Rs (₹) Crore	Rs (in words)
Average Turnover per annual		Rs (₹) Crore	Rs (in words)

Note: Turnover certificate (Annexure-IV) shall be submitted in original on CA/CS letter head.

Date:

Name:

Signature:

Stamp:

Registration No.:.....

ANNEXURE V

Ref. clause 4 (g)

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 Pharmaceuticals & Medical Devices Bureau of India (PMBI)

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:
