



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



**Last date and time for online submission of tender 21/06/2024 (Friday) till 17:00 Hours**

**PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA**

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

B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Centre,  
New Delhi, 110029, Telephone: 011- 49431800/832/808

Website: [janaushadhi.gov.in](http://janaushadhi.gov.in)

**PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA (PMBI)**

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

B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Centre,  
New Delhi-110029, Telephone: 011- 49431800/832/808  
Website: [janaushadhi.gov.in](http://janaushadhi.gov.in)

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

Tender Reference	<b>PMBI/TENDER/DRUG DISPOSAL/001/2024, Date- 29/05/2024</b>
Tender Website	<a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
Date of availability of tender documents on website	<b>29/05/2024 (Wednesday)</b>
Doubts and queries regarding Tender document should be sent by e-mail to <a href="mailto:logistics4@janaushadhi.gov.in">logistics4@janaushadhi.gov.in</a> ; <a href="mailto:logistics8@janaushadhi.gov.in">logistics8@janaushadhi.gov.in</a> ; <a href="mailto:dgm.logistics@janaushadhi.gov.in">dgm.logistics@janaushadhi.gov.in</a>	<b>31/05/2024 (Friday)</b>
Time, date and place of pre-bid meeting	<b>On 04/06/2024(Tuesday) at 11:00 AM</b> Pharmaceuticals and Medical Devices Bureau of India (PMBI), B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Center, New Delhi-110029 Telephone: 011- 49431800/832/808
Last date and time for submission of online tender	<b>19/06/2024 (Wednesday) till 17:00 Hours</b>
<b>Last Date and time for submission of Bid Security/EMD and Original Required Documents as per ANNEXURE I (Check List in physical Form in office of Pharmaceuticals and Medical Devices Bureau of India (PMBI), B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Center, New Delhi-110029</b>	<b>21/06/2024 (Friday) at 17.00 Hours</b>
Time and date of opening Technical Bid	<b>26/06/2024 (Wednesday) at 11.00 Hours</b>
Place of opening of tender	Pharmaceuticals and Medical Devices Bureau of India (PMBI), B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Center, New Delhi-110029
Opening of Tender	<a href="https://eprocure.gov.in">https://eprocure.gov.in</a>

Address for Communication	Pharmaceuticals and Medical Devices Bureau of India (PMBI), B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Center, New Delhi-110029
Cost of the Tender Document	<b>Free of cost</b>
Contact person for clarification if any	<ol style="list-style-type: none"> <li><b>Mr. Rajkiran Dhariwal</b> Senior Executive (Logistics &amp; Supply Chain) Phone: - 09999074740 Email: - <a href="mailto:logistics4@janaushadhi.gov.in">logistics4@janaushadhi.gov.in</a></li> <li><b>Mr. Sanjay Lohani</b> Deputy Manager (Logistics &amp; Supply Chain) Phone: - 08376907463 Email: - <a href="mailto:logistics8@janaushadhi.gov.in">logistics8@janaushadhi.gov.in</a></li> <li><b>Mr. Kundan Kumar Singh</b> Deputy General Manager (Logistics &amp; Sales) Phone: - 07544009155 Email: <a href="mailto:dgm.logistics@janaushadhi.gov.in">dgm.logistics@janaushadhi.gov.in</a></li> </ol>

The tender document can be downloaded free of cost from the **CPP Portal** <https://eprocure.gov.in>, website of PMBI: [janaushadhi.gov.in](http://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 AND MEDICAL DEVICES BUREAU OF INDIA**  
**(PMBI)**

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

**PHARMACEUTICALS AND 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). 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 11700 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 and Medical Devices Bureau of India (PMBI), B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Center, New Delhi-110029. (hereinafter referred to as **Tender Inviting Authority** unless the context otherwise requires).

**Tender Accepting Authority** – CEO, Pharmaceuticals & Medical Devices Bureau of India (hereinafter referred to 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 and 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 and 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 and Medical Devices Bureau of India (PMBI) **are as follow: -**

- Collection, Transport, Treatment and Disposal of Expiry Drugs for Pharmaceuticals & Medical Devices 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/ EMD for Tender Reference No.- PMBI/TENDER/DRUGDISPOSAL/001/2024 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 quoted prices and all terms & conditions. However, PMBI 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 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 quoted 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:

- (a) Online Bids [in two separate Cover {Technical bid (Cover “A”) and price bid (Cover “B”)}] shall be submitted till 17.00 Hours Up to 21/06/2024 (Friday) on CPPP e-Procurement 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/ EMD 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/TENDER/DRUG DISPOSAL-001/2024 dated 17/05/2024 for the Collection, Transport, Treatment and Disposal of Expiry Drugs**

**“To,**

**Chief Executive Officer**

**Pharmaceuticals and Medical Devices Bureau of India (PMBI),**

**B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Center, New Delhi 110029, Telephone: 011- 49431800/832/808”**

- 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 and Tender will be valid for a period of 2 years from the date of issuance of 1<sup>st</sup> work order on the same rate **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 is 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)**

GARCHUK, HILL VIEW COMPLEX,

PAMOHI DEOCHATAL,

GUWAHATI Assam India 781035, Phone No. – 011-49431800

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

A-23/2, A-24/1, Ichhapore GIDC City,

Magdalla - Hzira Road, Choryasi,

Surat Gujarat India 39451, Phone No. – 011-49431800

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

6/1A, 8/2 and 13/3, EAST FACING GROUND FLOOR PORTION 2,

SGS WARE HOUSE, ORAKKADU ROADSOLLIPALAYAM

Sholavaram Tamil Nadu India 600067, Phone No. – 011-49431800

**v). Regional Warehouse Bengaluru (Pharmaceuticals & Medical Devices Bureau of India (PMBI)**

Plot No 162-163KIADB Industrial Area, Hi Tech Defense Aerospace Park,  
Devanahalli Bengaluru Karnataka India 562110, 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 CWH.
- 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.

- a. Earnest Money Deposit (EMD): EMD of Rs. 5,00,000.00/- (Rupees Five Lakh only) in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft from Nationalized/Scheduled Bank favoring "PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA "payable at Delhi, which is to be submitted in original to PMBI, New Delhi on or before the date and time stipulated in tender document. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the EMD instrument must be uploaded (ANNEXURE X) to the e-

Procurement portal. EMD in any other form like Cheque/cash/postal order etc. will not be accepted. The Bid (in case not exempted for EMD as mentioned in tender document) without EMD shall be summarily rejected. The EMD submitted in the form of BG shall be valid for 12 months from the date of tender opening. The format of Bank Guarantee is at ANNEXURE-X. PMBI will not pay interest on any deposit held in the form of Bankers Cheque or Demand Draft or Electronic Fund Transfer.

Account Details for National Electronic Fund Transfer (NEFT):

Bank Name: Bank of Baroda, Account No. 05860200001696, IFSC Code: BARB0PARLIA.

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.

- 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. 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 **1.25 crore (One Crore Twenty-Five Lakhs only)** shall be provided in prescribed Performa as per Annexure IV. Original copies are to be submitted.
- e. On being informed about the acceptance of the tender for Contract, the Performance Security Deposit @ 5% will be deducted from each running bill against the PMBI work order (s).
- f. Declaration **On nonjudicial Stamp Paper** for eligibility in participating the tender for quoted 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.
- 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.
- p. 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.

#### 4.1 Other Condition:

- a. Declaration **On nonjudicial Stamp Paper** for eligibility in participating in the tender for quoted drugs in prescribed format as per **Annexure-II**.
- 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 dully 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 V (Mandate Form).
- e. Bidder shall declare their Maximum disposal Capacity (section wise) issued by concerned Licensing Authority highlighting the quoted product section.
- 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. 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/ EMD 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.

The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on <https://eprocure.gov.in> and [www.janaushadhi.gov.in](http://www.janaushadhi.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 quoted.

B) Determination of L1 Bidder:

- i. 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 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/items (Like: - **Tablets, Injection, Syrup, Surgical & other, etc.**) 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 60 days from the date of issuance of work order and it can be extendable on approval of PMBI.
- IV. The bidder should be award for do the disposal for all PMBI warehouse as per clause no. 3a.
- V. **Validity of Rate Contract:** -The rate contract will be applicable for 2(two) year from the date of issuance of LOA. **The validity of contract may be extended with mutual consent for some specified period to the maximum of 1(one) year by PMBI, if necessary.**
- VI. Quarterly Drugs approx. weight and no. of boxes available at PMBI warehouses as mention below.

Branch Name	No. of Box	Weight in Kg.
Gurugram	10870	104805
Bengaluru	8197	89280
Guwahati	1742	16310
Surat	3772	39550
Chennai	1000	10630

## 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 150 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 Tender for further one year 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 **TWO YEARS** from the date of issuance of 1<sup>st</sup> work order on the same rate, terms & condition and Tender Inviting Authority may extend Tender validity for further one year period.

## 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](http://www.janaushadhi.gov.in); and on CPPP 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](http://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](http://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 CPP 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 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.

## 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 quoted 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.
- F) "The bidder shall execute an agreement on a non-judicial stamp paper of value of Rs. 100/- (to be paid by tenderer) within 15 days from the date of intimation from PMBI informing that their tender has been accepted/ the issuance of the LoA. The specimen form of agreement is available as Annexure-VII".

## 16. 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.

## 17. 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)**  
Garchuk, Hill View Complex, Pamohi Deochatal, Guwahati, Assam India 781035, Phone No. – 011-49431800

**iii). Regional Warehouse Surat (Pharmaceuticals & Medical Devices Bureau of India (PMBI)**  
A-23/2, A-24/1, Ichhapore GIDC City,

Magdalla - Hzira Road, Choryasi,  
Surat Gujarat India 39451, Phone No. – 011-49431800

**iv). Regional Warehouse Chennai (Pharmaceuticals & Medical Devices Bureau of India (PMBI)**  
6/1A, 8/2 and 13/3, East Facing Ground Floor Portion 2,  
SGS Ware House, Orakkadu Roadsollipalayam  
Sholavaram Tamil Nadu India 600067, Phone No. – 011-49431800

**v). Regional Warehouse Bengaluru (Pharmaceuticals & Medical Devices Bureau of India (PMBI)**  
Plot No 162 163KIADB Industrial Area, Hi Tech Defense Aerospace Park,  
Devanahalli Bengaluru Karnataka India 562110, 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.

## **18. 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.

## 19. PAYMENT SCHEDULE:

- i. Payments towards the work order will be made within 60 days from the date of receipt of goods, strictly as per the tender terms and condition. The payment will be made either by means of a/c payee Cheque or through RTGS (Real Time Gross Settlement System)/Core Banking/NEFT. The Tenderer shall furnish the relevant details in original (**ANNEXURE -V**) with cancelled cheque to make the payment through RTGS/Core Banking/NEFT.
- ii. No advance payment will be made. All payments shall be made in Indian Rupees.
- iii. All bills/Invoices should be raised in duplicate and the bills should be drawn as per GST Rules **in the name of Pharmaceuticals & Medical Devices Bureau of India (PMBI)**. B-500, B-Tower, 5<sup>th</sup> Floor, Nauroji Nagar, World Trade Centre, New Delhi-110029 or in the name of any other authority as may be designated.

## 20. 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, liquidated damages will be levied at the rates 2% per week or part thereof, subject to maximum of 10% irrespective of the fact that whether the PMBI has suffered any damage/loss or not, on account of delay in completing the work order along with other penalties.
- iv. The PMBI will have the right to cancel the contract at any time without assigning any reason thereof.

## 21. DISPUTE RESOLUTION

- A) This agreement shall be deemed to have been made/executed at Delhi for all purposes. Normally, there should not be any scope of dispute between the PMBI and the Second Party after entering into a mutually agreed valid contract/agreement. However, due to various unforeseen reasons, problems may arise during the progress of the contract/agreement leading to disagreement between PMBI and the Second Party, then parties shall first try to resolve the same amicably by mutual Consultation and negotiation.
- If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then either the PMBI or the Second Party shall give notice to the other party of its intention to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996

and rules made thereunder. Such disputes/differences shall be referred to Sole Arbitrator appointed by the CEO of PMBI. The venue of Arbitration shall be at New Delhi. The award published by the Arbitrator shall be full and final which shall be 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

## **22. GOVERNING LAW/JURISDICTION**

The applicable law governing this agreement shall be the laws of India both procedural and substantive and the courts of Delhi shall have the exclusive jurisdiction to try any dispute/matter arising out of this agreement/contract.

## **23. 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.

## **24. 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.

## **25. 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. PMBI do not tolerate bribery or corruption in any form or manner. PMBI is committed to implementing and enforcing adequate procedures to prevent, deter, detect and counter bribery and corruption in any form or manner. As a part of this commitment, offering, promising to offer, or accepting bribes, directly or indirectly, and being involved in corruption is prohibited. The following acts are prohibited-

### **A) Bribery**

Bribery includes the offer, promise, giving, demand or acceptance of an undue advantage as an inducement for an action which is illegal, unethical or a breach of trust. Bribes often involve payments (or promises of payments) but may also include anything of value - providing inappropriate gifts, hospitality and entertainment, inside information, or sexual or other favours; offering employment to a relative; underwriting travel expenses; abuse of function; or other significant favours. Bribery includes advantages provided directly, as well as indirectly through an intermediary. Bribery also includes any attempt to do any of the foregoing.

### **B) Corruption**

Corruption includes wrongdoing on the part of an authority, or those in power, through means that are illegitimate, immoral or incompatible with ethical standards. It is usually designed to obtain financial benefits or other personal gain. For example, bribes offered or promised in the form of money, a privilege, an object of value, an advantage to exert improper influence on decisions of an individual in his official capacity.

**c) Gift**

A gift is anything of value and would encompass any gratuitous monetary or non-monetary benefit. It includes tangible items such as cash, precious metals and stones, jewellery, art and any of their equivalents, and intangible items such as discounts, services, loans, favours, special privileges, advantages, benefits and rights that are not available to the general public. IN WITNESS where of the parties here to have executed this Agreement in accordance with the laws on the date and year as mentioned above.

Signed, Sealed and Delivered by the

**FIRST PARTY – PMBI**

## **ANNEXURE – I**

Ref. Clause 3 (N)

### **CHECK-LIST (Whether Uploaded the documents)**

#### **COVER – A**

<b>S.N.</b>	<b>Check List</b>	<b>YES /No</b>	<b>Page No.</b>	<b>Remarks</b>
1	Check list – ANNEXURE – I as per clause 4. h.			
2	Bid Security/Earnest Money Deposit (EMD) on non-judicial stamp paper as per ANNEXURE-III (Clause 4. A).			
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. 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 4.c.			
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.i.			
7	Copy of Maximum Disposal Capacity Certificate (section wise) issued by concerned Licensing Authority highlighting the quoted product section as per Clause no. 4.g.			
8	ANNEXURE –II (Declaration <b>On non-judicial Stamp Paper</b> for eligibility in participating the tender) <b>original Annexure II delivered to PMBI as per clause 4.e.</b>			
9	Copy of Audited Annual Balance sheet and Profit and loss statement showing details of their Annual average turn over not less than 25 Lakhs for any three of the last four consecutive financial years as per 4.d.			
10	ANNEXURE IV {certificate from the C.A. (Chartered Accountant) or Company Secretary. <b>Original Annexure IV delivered to PMBI as per clause 4.d.</b>			
11	ANNEXURE-V (Mandate form) to furnish company bank details as per clause 4 (f)			
12	Self-attested copy of PAN Card of the Bidder Company. As per Clause 4(j).			
13	Self-attested copy of Certificate of valid GST registration of the bidder company. As per Clause 4(k).			
14	Self-attested copy of Income Tax Return for any three of last four consecutive Assessment years. As per Clause 4(l).			
15	Authorization letter nominating an employee of the tenderer to transact the business with the Tender Inviting Authority.			

**NOTE: - Bid Security/EMD (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. 3. (J)

**DECLARATION**  
**DECLARATION**

I/We M/s. ....represented by its **Proprietor/Managing Partner**  
**/Managing Director** having its registered office at  
.....and its factory premises  
at.....do

hereby declare as under: -

**(I)** that I/we have carefully read all the terms and conditions of tender in ref. no. **PMBI/TENDER/DRUG DISPOSAL/001/2024 dated 24.05.2024 including** Amendment(s) to Tender document (if any) issued by Pharmaceuticals & Medical Devices Bureau of India (PMBI), New Delhi, 110029 and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

**(II) A.** that I/We are holding and have uploaded (a) valid Disposal license for drugs/medicines/biomedical waste,(b) valid registration from State Pollution Control Board under Rule 8 (4) of the Bio Medical Waste (Management & Handling), (c) valid three year experience certificate Bio Medical Waste (Management & Handling) **(d) maximum disposal capacity (section wise) and (e) valid non conviction certificate not older than 12 months issued by** State Pollution Control Board,

B. that I/We shall submit the complete disposal data i.e., handling, collection, transport, treatment, and disposal of Expired drugs including certificate of disposal of items within 15 days from the date of completion of last date of work order i.e., 60 days or as desired by PMBI.

On the basis of above undertaking/declaration, the price bid shall be opened subsequently after opening of technical bid. However, any document uploaded with technical bid is not complying as per undertaking, the contract/ Rate Contract shall be cancelled with forfeiture Performance Security Deposit/Bank guarantee (if any) against tender no. **PMBI/TENDER/DRUG DISPOSAL/001/2024 dated 24.05.2024** along with other action including suspension/disqualification of contract.

B. I/We declare that we possess the valid process and facilities of disposal of Effluents, organic and inorganic wastes as may be prescribed in the laws pertaining to pollution control board.

I am / We are aware of the Tender inviting Authority's right to forfeit the Performance Security Deposit/impose penalty and suspending/disqualifying/blacklist me/us/our firm for a period of Two (2) years if, any information furnished by us proved to be false at the time of inspection and not complying the condition as per the said Environment (Protection) Act, 1986 & Bio-medical Waste Management Rules, 2016 Act for a period of two years.

**(III)** that in pursuant to the conditions in Clause No. 4 of the tender document, the bids can be suspended/disqualified by the Tender Inviting Authority in case of violation of any of the conditions and non-performance of the obligation under tender document.

**(IV)** that our company/applied items have not been blacklisted/debarred/de-registered/banned **due to quality failure for the quoted product /firm by any State Government / Central Government/ PMBI/ Central or State Government's Drug procurement agencies/ Pollution Control Board**

**of State or Central / Authority** during last two years. We are eligible to participate in the tender ref. No. **PMBI/TENDER/DRUG DISPOSAL/001/2024 dated 24.05.2024 for** the scope of work under this tender

*(V) that I/we have quoted the rates in BOQ for the complete process of disposal i.e., handling, collection, transport, treatment, and disposal of Expired drugs/items in my/our full consciousness abiding by the terms and condition laid down in the tender document considering category of waste, packaging type etc. and declare it to be invariable.*

Signed:.....  
.....

Name:  
.....

Designation.....  
.....

(Company Seal)

Witness: -

(1) Signed: .....

Name:.....

Designation: .....

(2) Signed: .....

Name: .....

Designation: .....

*(To be attested by the Notary)*

## ANNEXURE –III

(On nonjudicial Stamp Paper)

Ref. Clause No. 4.(a)

### DETAILS OF EMD SUBMITTED

(UPLOAD THE SCANNED COPY OF DRAFT/ PAY ORDER/BANK GURANTEE/NEFT RECEIPT)

MODEL BANK GUARANTEE (BG) FORMAT FOR FURNISHING EMD (if bidder  
intends to submit BG)

Whereas.....(hereinafter called the  
“tenderer”) has submitted their offer dated.....for the supply of Items  
(hereinafter called the “tender”) against the purchaser’s tender enquiry No. PMBI/TENDER/DRUG  
DISPOSAL/001/2024 know all men by these presents that we.....of  
.....having our registered office at..... are  
bound into Pharmaceuticals and Medical Devices Bureau of India (PMBI) of India New Delhi (hereinafter  
called the “Purchaser) in the sum of Rs. 5,00,000.00 (five lakh) only for which payment will and truly to  
be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed  
with the Common Seal of the said Bank this..... day of .....202...

The conditions of this obligation are:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within  
the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the  
period of its validity: -
- (3) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand,  
without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will  
note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions,  
specifying the occurred condition or conditions.

This guarantee will remain in force up to 12 months from the due date of tender i.e., .....and any demand  
in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank) .....

Name of the officer.....

Designation of the officer.....

Seal, name & address of the Bank and address of the Branch.....

## **ANNEXURE- IV**

### **Ref. Clause No. 3. (I)**

{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 consecutive three years of the last four 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.	2020-21	₹	
2.	2021-22		
3.	2022-23	₹	
4.	2023-24	₹	
<b>Total Turnover</b>		Rs (₹) ..... Crore	Rs (in words) .....
<b>Average Turnover per annual</b>		Rs (₹) ..... Crore	Rs (in words) .....

It is certified that M/S .....(Name of company and address) having Biomedical waste disposal plant/factory at..... (address of factory) have required facilities, machinery/machineries, building/buildings & other infrastructure to handle, collect, transport, store and dispose the expired products as mentioned under the 'Scope of Work'. It is also certified that the statement is true and correct.

(III) It is certified that M/s.....has disposal capacity for the disposal of bio medical waste as mentioned in tender. This certificate is based on their capacity, plant facility and financial statement.

(IV) Further, It is certified that M/S .....is Micro and Small Enterprises (MSEs) and registered with Director of Industries of concerned State/UT or appropriate authorities for quoted drugs against PMBI tender No. PMBI/TENDER/DRUG DISPOSAL/001/2024 and eligible for exemption of submission of Bid Security/Earnest Money Deposit.

(V) This MSEs is owned by Scheduled Caste (SC)/Scheduled Tribe (ST)/ Women entrepreneurs.

*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.	<b>Company Name</b>	
2.	Postal Address of the Company	
	GST No.	
	Telephone No.	
	Fax No.	
	Website E-mail ID	
3.	Name of the Managing Director / Director / Manager	
	Mobile No. / Phone No	
	Website E-mail ID	
4.	Name and Designation of the authorized company official	Name:
		Designation:
	Mobile No.	
	E-mail ID	
	<b>Bank Details</b>	
	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	
6.	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 and 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:

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ANNEXURE – VI  
Ref Clause No. 14. D  
Letter of acceptance of tender for Rate Contract

**Speed post/e-mail**

**Ref. No.** PMBI/TENDER/DRUG DISPOSAL/001/2024

**Date:** .....

To,  
M/S \_\_\_\_\_  
\_\_\_\_\_

**Sub: Tender for the Collection, Transport, Treatment and Disposal of Expiry Drugs/ Medicines, Surgicals & consumables and Medical Devices for PMBI for two years: Acceptance tender for Rate Contract.**

**Ref: Your quotation against PMBI e-Tender No. PMBI/TENDER/DRUG DISPOSAL/001/2024 dated: 22.03.2024 opened on ..... (Technical Bid) & on ..... (Price bid).**

Please refer to your quotation i.e., technical and price bid (BOQ) along with enclosures/Annexure against subject tender read with your subsequent clarification/confirmation for the PMBI/TENDER/DRUG DISPOSAL/001/2024 for PMBI, the rate offered/accepted by your firm has been approved for Rate Contract for two years from the date of issue of this letter.

S. N.	Item Description	Rate to be quoted/Kg of Items exclusive of GST	Rate of GST (%)	Rates in Rs. Per unit inclusive of GST
1.	Disposal of Expired Drugs (Tablets, Syrup, Injection, Surgical and Others)			

- The contract will be with financial limit and PMBI can place the Purchase Order with unlimited variation in quantities indicated in the tender.
- The estimated value of the contract awarded to you is Rs.....(in word).
- Performance Security Deposit @ 5 % will be deducted from each bill and accumulated security deposit will be refunded by PMBI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf-life obligation.
- Complete disposal data i.e., handling, collection, transport, treatment, and disposal of Expired drugs including certificate of disposal are required to submit to Logistics department (e-mail id: [logistics4@janaushadhi.gov.in](mailto:logistics4@janaushadhi.gov.in); [logistics8@janaushadhi.gov.in](mailto:logistics8@janaushadhi.gov.in), & [dgm.logistics@janaushadhi.gov.in](mailto:dgm.logistics@janaushadhi.gov.in).) within 15 days from the date of last date of completion of work order.
- As per clause 5 (V) of Tender document, the Rate Contract validity period may be extended for period up to further one year at same rate, terms & conditions with the consent of the supplier.
- The terms and conditions of Rate Contract shall be applicable as mentioned in tender document. By issue of this acceptance letter, the Rate Contract is hereby concluded.
- The Letter of Acceptance shall be acknowledged on the company letter head duly signed by Authorized Signatory within 7 days of receipt of the same.

**Authorized Signatory,  
For and on behalf of PMBI**

## Annexure-VII

### Format of Agreement

THIS AGREEMENT is executed on ..... Between Pharmaceuticals and Medical Devices Bureau of India, B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Centre, New Delhi, 110029 (hereinafter called as “PMBI”).

#### AND

..... (Name of Second Party) ..... (City and Country of Second Party) ..... (hereinafter called “SECOND PARTY”):

Party under this agreement means individual party to this however Parties mean all parties or more than one party to this agreement collectively.

WHEREAS “**Pharmaceuticals & Medical Devices Bureau of India**” hereinafter referred to as “**PMBI**” is a Society registered under the Societies registration act XXI of 1860, having its Registered Office at B-500, B-Tower, 5th Floor, Nauroji Nagar, World Trade Centre, New Delhi, 110029 is under the aegis of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India. PMBI is the implementing agency of Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP), scheme of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers. PMBI deals in the distribution of Janaushadhi Medicines and fulfil the needs of medicines of Janaushadhi Kendras throughout India”.

AND WHEREAS, PMBI has floated a Tender reference No. PMBI/TENDER/DRUG DISPOSAL/..... for **the Collection, Transport, Treatment and Disposal of Expiry Drugs, Medicines, Surgical & consumables and Medical Devices** by PMBI as mentioned in the said tender.

AND WHEREAS..... (Name of Second Party) ..... has submitted the tender and has been declared as successful bidder for the tender Reference No. PMBI/TENDER/DRUG DISPOSAL..... and bid has been accepted by PMBI for **the Collection, Transport, Treatment and Disposal of Expiry Drugs/Medicines Surgical & consumables and Medical Devices** for the sum of ..... (Contract Price in Words and figure) (hereinafter called “the Contract Price”).

#### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

##### **A. GENERAL COVENANTS-**

1. The words and expressions mentioned in this Agreement/Contract shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement. The Tender Document shall also be treated as part of this agreement.
2. In consideration of the payments to be made by PMBI to the Second Party as hereinafter mentioned, the Second Party hereby covenants with the PMBI to provide, the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Second Party shall **collect, transport, treat, and dispose of expiry drugs** from all the PMBI Warehouse **as mentioned in work order**.
4. The Second Party reserves the right to conclude one or more than one rate contract for the same formulation.
5. The Second Party is not blacklisted/debarred/de-registered/banned by any State Government/ Central Government or Drug procurement agencies due to any kind of failure in providing the services or for any other reasons at the time of entering this agreement.
6. The Second Party shall indemnify in respect of any loss or damage suffered by the PMBI on account of fraud, misrepresentation, or suspension of material facts.



7. The Second Party will be solely responsible for the omission and commission of the employees deployed by Second Party.
8. If any information/ declaration made by the Second Party is found false at any stage before or after award of contract or deliberately defraud with PMBI, the Second Party shall be blacklisted for a period of 2 years. Apart from blacklisting, the Earnest Money / Security Deposit submitted by the Second Party shall be forfeited and all its existing contracts would also be cancelled and security deposits in other contracts shall also be forfeited.
9. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
  - a. The Letter of Acceptance issued by the First Party.
  - b. The Notice Inviting Tender
  - c. The supplier's bid including enclosures, annexures, etc.
  - d. The Terms and Condition of the Contract.
  - e. The Schedule of Requirement.
  - f. The Technical Specification
  - g. Any other document required and listed in the bid and replies to queries clarifications issued by the First Party, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the Contract.
10. 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.
  - 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 2 years or as decided by the PMBI or take any other action as deemed necessary.

**B. AWARD OF CONTRACT**

1. The Second Party 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.
2. The Second Party shall execute an agreement on a non-judicial stamp paper of value of Rs. 100/- (to be paid by Second Party) within 15 days from the date of intimation from PMBI informing that their tender has been accepted/ the issuance of the LoA. The specimen form of agreement is available as Annexure-VII.

**C. PERIOD OF VALIDITY OF TENDER**

1. Tender must remain valid for minimum 150 days from the date of opening of Technical Bid. Prior to the expiration of the bid validity the Tender PMBI may extend Tender for further one year period with express mutual consent of the Second Party.
2. The Second Party who has extended the bid validity is not required or permitted to modify its bid.
3. The rates once approved and accepted, will be valid for a period of **TWO YEARS** from the date of issuance of 1<sup>st</sup> work order on the same rate, terms & condition and Tender PMBI may extend Tender validity for further one year period.

**D. AMENDMENT OF TENDER DOCUMENTS**

1. PMBI reserves the right to amend the terms and conditions of Tender as and when required with mutual consent of both the parties.

2. The Second Party must complete the work order within 60 days from the date of issuance of work order and it can be extended on approval of PMBI.

#### **E. VALIDITY OF THE RATE CONTRACT**

1. The rate contract will be applicable for 2(two) year from the date of issuance of LOA. **The validity of contract may be extended with mutual consent for some specified period to the maximum of 1(one) year by PMBI, if necessary.**
2. It shall be the legal duty of the Second Party 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 and Tender will be valid for a period of 2 years from the date of issuance of 1<sup>st</sup> work order on the same rate **as per the provisions of Bio-Medical Waste (Management & Handling) Rule 2016 (Rules).**
3. All legal responsibility of Expired drugs shall be of the Contractor immediately after it is being picked up from following PMBI warehouse: -

<b>Sr No.</b>	<b>Name of Ware House</b>	<b>Address</b>
<b>1</b>	<b>Central Warehouse Gurugram (Pharmaceuticals &amp; Medical Devices Bureau of India (PMBI))</b>	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
<b>2</b>	<b>Regional Warehouse Guwahati (Pharmaceuticals &amp; Medical Devices Bureau of India (PMBI))</b>	GARCHUK, HILL VIEW COMPLEX, PAMOHI DEOCHATAL, GUWAHATI Assam India 781035. Phone No. – 011-49431800
<b>3</b>	<b>Regional Warehouse Surat (Pharmaceuticals &amp; Medical Devices Bureau of India (PMBI))</b>	A-23/2, A-24/1, Ichhapore GIDC City, Magdalla - Hzira Road, Choryasi, Surat Gujarat India 39451, Phone No. – 011-49431800
<b>4</b>	<b>Regional Warehouse Chennai (Pharmaceuticals &amp; Medical Devices Bureau of India (PMBI))</b>	6/1A, 8/2 and 13/3, EAST FACING GROUND FLOOR PORTION 2, SGS WARE HOUSE, ORAKKADU ROADSOLLIPALAYAM Sholavaram Tamil Nadu India 600067. Phone No. – 011-49431800
<b>5</b>	<b>Regional Warehouse Bengaluru (Pharmaceuticals &amp; Medical Devices Bureau of India (PMBI))</b>	Plot No 162-163KIADB Industrial Area, Hi Tech Defense Aerospace Park, Devanahalli Bengaluru Karnataka India 562110. Phone No. – 011-49431800

2. If any mishap happens during transportation all responsibility shall be that of the Second Party.
3. Irrespective of shutdown/break down of the plant/ incinerator/ CTF of the Contractor, it will be the responsibility of the Second Party to collect Expired drugs from PMBI CWH.
4. 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 Second Party.

5. The firm shall transport the Expired drugs in a dedicated covered vehicle to an authorized waste treatment facility centre as per Rules and time to time according to instructions issued from the SPCB.
6. It would be the inescapable duty of the Second Party 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.
7. The Second Party will provide Photo and video -proof of the entire disposal process of the expired drugs collected from PMBI.
8. The entire process of collection, transportation & disposal of drugs will be executed in presence of PMBI officials.
9. The Second Party 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.
10. The contract shall not be transferable to any one and the Second Party shall be personally liable in respect of this arrangement.

**F. INSPECTION OF FACILITIES UTILISED IN FOR DISPOSAL, STORAGE OF EXPIRY MEDICINES**

1. 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 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.
2. Copy of one full set of the documents submitted for the bid should be made available at the time of inspection. Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during Site inspection and Physical Verification.

**G. PERFORMANCE SECURITY DEPOSIT**

1. On being informed about the acceptance of the tender for Rate Contract, the Performance Security Deposit @ 5% or as defined by the Government through notifications, will be deducted from each running bills and accumulated security deposit will be refunded without any interest by PMBI to the second party within 60 days following the date of completion of second party performance obligations under the contract including the shelf-life obligation.
2. The Security deposit of second party will be returned by PMBI only after the second party has given undertaking to indemnify PMBI against any losses on account of lack in services duly notarized.

**H. PAYMENT SCHEDULE**

1. Payments towards the work order will be made within 60 days from the date of receipt of goods, strictly as per the tender terms and condition. The payment will be made either by means of a/c payee Cheque or through RTGS (Real Time Gross Settlement System)/Core Banking/NEFT. The Tenderer/ Second Party shall furnish the relevant details in original (**ANNEXURE -V**) with cancelled cheque to make the payment through RTGS/Core Banking/NEFT.
2. No advance payment will be made. All payments shall be made in Indian Rupees.
3. All bills/Invoices should be raised in duplicate and the bills should be drawn as per GST Rules **in the name of Pharmaceuticals & Medical Devices Bureau of India (PMBI)**. B-500, B-Tower, 5<sup>th</sup> Floor, Nauroji Nagar, World Trade Centre, New Delhi-110029 or in the name of any other authority as may be designated.

## **I. PENALTY CLAUSE**

1. All content, reports and other documents submitted by the Second Party pursuant to this work order shall become and remain the property of the PMBI.
2. If at any given point of time it is found that the Second Party has made a statement which is factually incorrect or if the Second Party does not fulfil 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.
3. Any violations during execution of the services on scheduled date & time, liquidated damages will be levied at the rates 2% per week or part thereof, subject to maximum of 10% irrespective of the fact that whether the PMBI has suffered any damage/loss or not, on account of delay in completing the work order along with other penalties.
4. The PMBI will have the right to cancel the contract at any time without assigning any reason thereof.

## **J. INDEMNIFICATION**

1. The Agency/bidder [SECOND PARTY] 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 [SECOND PARTY] 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 [SECOND PARTY] 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 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. All claims regarding indemnity shall survive the termination or expiry of the work order.

## **K. LAW OF LIMITATION**

The Law of Limitation as enumerated under the Limitation Act, 1963 will be applicable hereunder in the course of dealing under this contract/ agreement.

## **L. DISPUTE RESOLUTION**

This agreement shall be deemed to have been made/executed at Delhi for all purposes. Normally, there should not be any scope of dispute between the PMBI and the Second Party after entering into a mutually agreed valid contract/agreement. However, due to various unforeseen reasons, problems may arise during the progress of the contract/agreement leading to disagreement between PMBI and the Second Party, then parties shall first try to resolve the same amicably by mutual Consultation and negotiation.

If the parties fail to resolve the dispute by such mutual consultation within twenty-one days,

then either the PMBI or the Second Party shall give notice to the other party of its intention to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996 and rules made thereunder. Such disputes/differences shall be referred to Sole Arbitrator appointed by the CEO of PMBI. The venue of Arbitration shall be at New Delhi. The award published by the Arbitrator shall be full and final which shall be binding on both the parties. 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.

**M. GOVERNING LAW/JURISDICTION**

The applicable law governing this agreement shall be the laws of India both procedural and substantive and the courts of Delhi shall have the exclusive jurisdiction to try any dispute/matter arising out of this agreement/contract.

IN WITNESS where of the parties here to have executed this Agreement in accordance with the laws on the date and year as mentioned above.

Signed, Sealed and Delivered by the

**FIRST PARTY – PMBI**

**NAME- (SECOND PARTY)**

Address-

Designation-

In the presence of witnesses

1. Witness 1

.....

Signature

2. Witness 2

.....

Signature