



Tender Ref. No.: BPPI/LTD./DRUG DISPOSAL-004/2020

Dated: 06/01/2020

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

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

8th Floor, Videocon Tower, Block E1

Jhandewalan Extension, New Delhi-110055

Telephone: 011- 49431800/832

Website: janaushadhi.gov.in

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

TO



BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)

LAST DATE FOR SUBMISSION OF TENDER: 13.01.2020 up to 11.00 AM

**LIMITED TENDER FOR COLLECTION, TRANSPORT, TREATMENT AND
DISPOSAL OF EXPIRY DRUGS TO BUREAU OF PHARMA PUBLIC SECTOR
UNDERTAKINGS OF INDIA IS INVITED**

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

Note: -The unsolicited bid shall not be accepted.

Tender Reference		BPPI/LTD./DRUG DISPOSAL-004/2020 Dt. 06/01/2020
Date of availability of tender documents on website		06/01/2020
Last date and time for submission of in separate Cover (Cover-A Technical bid and Cover-B price bid) i.e., Bid Submission End Date and time) in physical Form in office of Bureau of Pharma PSUs of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055		13/01/2020 up to 11.00 Hours
Time and date of opening of tender (Technical Bid)		13/01/2020 (Monday) till 16.00 Hours
Place of opening of tender		Bureau of Pharma PSUs of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Address for Communication		Bureau of Pharma Public Sector Undertakings of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Cost of the Tender Document		Free of cost
Contact Person for clarification if any		1. Mr. Lokesh Sharma Manager (Warehouse) Phone: - 09214000191 Email: - zmnorth@janaushadhi.gov.in

		2. Mr. Raj Kiran Dhariwal Sr. Executive (Logistics) Phone: - 09999074740 Email: - logistics4@janaushadhi.gov.in
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The tender document can be downloaded free of cost from the website of BPPI:
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 offline.

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

Bureau of Pharma PSUs of India (BPPI), the implementing agency of Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP); a noble scheme that provides quality generic medicines at affordable prices to all. BPPI works under the administrative control of Department of Pharmaceutical, Ministry of Chemicals and Fertilizers, Government of India and willing to engage an agency for designing, printing and supplying promotional material for making the promotion of Pradhan Mantri Bhartiya Janaushadhi Pariyojana amongst the public.

There are more than 5950 PMBJP Kendra functional at present in 37 State/UTs, across the country. These Kendra needs to be promoted in an organized way to extend the benefits of the pariyojana to the masses. The main objective is to make relation between our Kendra, Doctors and general public. It is most important to create awareness among all stakeholders about the pariyojana, the business potential opportunities, the kendra location and the medicines available with Pradhan Mantri Bhartiya Janaushadhi Kendra.

1. LAST DATE AND TIME FOR SUBMISSION OF TENDER BIDS.

(a) Bids to be submitted in separate Cover (Cover-A Technical bid and Cover-B price bid) till **11.00 A.M. up to 13/01/2020 (Monday)** at Bureau of Pharma PSUs of India, 8th Floor, Videocon Tower, Block E1, Jhandewalan Extension, New Delhi-110055.

(b) The price bid shall be valid for a period of 60 days from the date of opening of Cover-A (Technical Bid). Prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for further period as deemed fit on their original quoted prices and all terms & conditions. However, BPPI reserves the right to place orders at the quoted rate till such period.

2. EMD (Earnest Money Deposit)

2.1 The Earnest Money Deposit shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be paid in the form of either, a Bankers Cheque or Demand Draft or National Electronic Fund Transfer (NEFT) in favour of BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, payable at DELHI/GURGAON and the same should be enclosed with EMD Advice.

2.2 Application submitted without sufficient EMD will be summarily rejected.

2.3 The Earnest Money Deposit will be refunded to the successful applicants within 30 days from the date of signing the contract agreement and on the deposit of Security Amount.

2.4 The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned within 30 days after last date of receipt of applications.

2.5 The Earnest Money Deposit (EMD) will be forfeited, if the applicant does not execute agreement /undertaking within the period prescribed after receipt of offer of appointment.

3. General Terms & Conditions

BPPI intends to out-source services related to the collection, transport, treatment and disposal of Expired Drugs as per CPCB guidelines and thereby invites sealed tenders from firms having valid authorization from State Pollution Control Board (SPCB) to operate in the respective state.

This is for engaging eligible Bio-Medical Waste Management Service Provider agency for one-time disposal of expired drugs available BPPI CWH.

Eligibility:

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.

Scope of Work: The selected firm (Contractor) shall be responsible for the handling, collection, transport and disposal of Expired drugs available at BPPI CWH (Bilaspur, Gurugram). It shall be the legal duty of the firm to ensure that expired drugs are collected, transported and disposed in such a manner that they do

not cause any adverse effect on human health or environment, **as per the provisions of Bio-Medical Waste (Management & Handling) Rule 2016 (Rules).**

A) All legal responsibility of Expired drugs shall be of the Contractor immediately after it being picked up from the BPPI CWH (Bilaspur Sugal Logistic Park, Warehouse No.1, Opp. GITM College, Bilaspur-Tauru Road,

, Gurugram).

- B) If any mishap happens during transportation all responsibility shall be that of the contractor.
 - C) Irrespective of shut down/ break down of the plant/ incinerator/ CTF of the Contractor, it will be the responsibility of the contractor to collect Expired drugs from BPPI CWH & CFAs.
 - 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 centre as per Rules and time to time according to instructions issued from the SPCB.
 - f) It would be the inescapable duty of the firm to ensure that the instrument and practices used for the treatment and disposal of the waste is duly comply with the standards prescribed in Bio-Medical Waste (Management & Handling) Rules, 2016.
 - g) The firm will provide Photo and video proof of the entire disposal process of the expired drugs collected from BPPI
 - h) The entire process of collection, transportation & disposal of drugs will be executed in presence of BPPI officials.
 - i) The firm (Contractor) would be required to assist BPPI in filling annual reports and other reports/ records as mandated by the appropriate pollution control authorities from time to time.
 - ii) The contract shall not be transferable to any one and the contractor shall be personally liable in respect of this arrangement.
4. The management of BPPI shall have the right to withhold payment, terminate the contract or make the recovery from the agency in respect of any losses or damage caused or occasioned due to violation of statutory obligations or unsatisfactory performance.
- i) It has been mutually agreed between the parties that all differences and disputes arising during the contract period regarding interpretation of the contract shall be solved by mutual discussion. In the event of difference or dispute remaining unsolved, the same shall be referred for arbitration to the CEO of BPPI and his decision shall be final and binding on all parties.

This contract shall be deemed to have been concluded at Delhi for all purposes and therefore only courts of Delhi shall be having jurisdiction for the purpose of any adjudication where some dispute/obligation remain unsolved despite arbitration.

- ii) Payment will be on assignment basis within one month from the date of submission of invoice by M/s agency after completion of work done during the calendar month duly certified by the certifying officer/authorized person of the BPPI.

- iii) **FORCE MAJEURE:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

The Task

The main tasks of the agency/firm are as follows: -

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

Name of the material

All type of Injections and Capsules

PROCEDURE OF SUBMISSION OF BIDS.

A. TECHNICAL BID - COVER "A"

The interested firms are requested to submit the bids, furnishing the following information strictly in sequential order, by 13.01.2020 (till 11:00 AM) in the sealed envelope subscribing Limited Tender in separate Cover (Cover-A Technical bid and Cover-B price bid)) for Providing services for the Collection, Transport, Treatment and Disposal of Expiry Drugs to BPPI. Against Ref. Tender No. **BPPI/LTD/DRUG DISPOSAL-004/2020**

- A. Introduction of firm, including year of establishment; legal registration status: nature of ownership; areas of work; contact details of top management and office and Common **Bio-Medical** Waste Treatment Facility (CBWTF) premises
- B. Details of authorization from SPCB (State Pollution Control Board), with all supporting document.
- C. Existing list of institutions served with in the past.
- D. **EMD (Earnest Money Deposit):** EMD of Rs. 1,00,000/- (Rupees One Lakh only) **Demand Draft from nationalized/ Scheduled Bank or National Electronic Fund Transfer (NEFT) in favouring "Bureau of Pharma Public Sector Undertakings of India ", payable at Gurgaon/Delhi which is to be delivered in original to BPPI, New Delhi on or before the date stipulated in bid document.** Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. 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.

Account Details for National Electronic Fund Transfer (NEFT):

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

E. METHOD OF EVALUATION AND AWARDS OF CONTRACT

Bidder(s) are requested to submit all requisite documents as per the terms and conditions, mentioned above.

A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of the firm.

Only Agencies qualified in technical price will be entitled for opening of financial bid

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

Cover “B” contains the Price Bid of the Tenderer. (I) The Tenderer shall fill in the rate per kilogram and % age rate of GST.

Determination of L1 bidder:

- (a) In determining the lowest evaluated price, the rate quoted rate per kilogram exclusive of GST as indicated in Price Bid of the Tenderer shall be taken into consideration.

(b) OPENING OF COVER “A” AND COVER “B” OF TENDER

6.1 Only authorized official of the bidding firm are entitled to be present at the time of opening of Tender - Cover “A & B” of the tender submitted by them.

6.2. In case, the date for opening of technical bid is declared holiday, the technical bid shall be opened on next working day at 11.00 A.M.

The Limited tender in separate Cover (Cover-A Technical bid and Cover-B price bid) in sealed envelope should be submitted to at BPPI Head office prior to closing time & date of tender submission in above mentioned address.

The technical bids will be opened on the same day i.e. 13-01-2020 at 4:00 pm.

The bidders shall quote the charges for providing **Bio-Medical** Waste Management Services at BPPI as per Application form format

APPLICATION FORM

Limited tender for Appointment of Bio-Medical/ **Bio-Medical** Waste Disposal Agency for

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

Status of Firm

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

(b) Address of the Head Office _____

(Please also give telephone no. _____

And E-mail address): _____

(c) PAN of the firm/organization _____

(d) GST of the firm/organization _____

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

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

SPCB Certificate No: _____

3. Full-Time Partners of the firms as on 01.04.2018 _____
4. Numbers of part Time Partners/others if any, as on 01/01/2020 _____
5. No. Branches _____
6. Address of Branch with E-mail & telephone No. _____
7. Copy of Profile of the firm.
8. Quote for disposal of Bio-Medical Waste/ Kg _____

Kindly attach all valid certifications along with the form.

Terms & Conditions

1. The contract will be awarded to the agency, based on the highest score for the technical and financial proposals. The decision of the committee will be final and binding. BPPI reserves the right to accept or reject a proposal without assigning any reason thereof.
2. LTE is invited under two bid system super scribing on the top of envelop as "Technical Bid/Financial Bid for the Collection, Transport, Treatment and Disposal of Expiry Drugs" and should reach BPPI head office latest by 13.01.2020 up to 11.00 AM.
3. Technical bids will be opened in BPPI Head office on 13.01.2020 at 4.00 PM and financial bids of the successful bidder(s) will be opened on 14.01.2020 at 11.00 AM by the committee.
4. The technical bid will be opened on the same date by the internal committee constituted by the competent authority to select the final Agency/firm.
5. The prospective bidder(s) may like to visit our CWH, before submitting the bid, during all working days from 9.30 am to 6.00 pm.
6. The method of evaluation will be based on technical bid and thereafter financial bid .
7. Quotations received after closing date and time will not be considered.
8. An EMD of Rs. 1,00,000/- should be submitted along with the technical bid. In case of the firm/agency comes under MSME, shall be exempted from the submission of EMD for this LTE.
9. 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.

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

Format for Financial Bid

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

Authorized Signatory with Company seal

