

**Indian Drugs & Pharmaceuticals Limited
(A Central Public Sector Undertaking)
CIN-U24231HR1961GOI003418**

**EXPRESSION OF INTEREST (EOI)
For
Providing the Services for Collection, Transport, Treatment & Disposal off Expired
Medicines for Indian Drugs & Pharmaceuticals Limited (IDPL)**

Ref No. : IDPL/MD/EOI/Drug-Disposal-627/2020

Dated 31.08.2020

Expression of Interest is invited from the reputed firms for providing the Services for Collection, Transport; Treatment & Disposal off Expired Medicines from Indian Drugs & Pharmaceuticals Limited (IDPL) is invited for IDPL Delhi & Mumbai Depots.

IDPL intends to provide out-source services related to the collection, transport, treatment and disposal of Expired Drugs as per approved guidelines and thereby invites sealed EOI from firms having valid authorization by MoEF&CC /Central Pollution Control Board/State Pollution Control Board to operate in the respective State.

This is for engaging eligible Bio-Medical Waste Management Service Providers agency for one Time disposal of expired drugs available at IDPL-Delhi (Kirti Nagar, Industrial Area, N.Delhi) & IDPL-Mumbai (Tal Bhiwandi. Distt-Thane) Depots.

The bidder should have adequate technical and financial back ground as per the eligibility criteria of this EOI documents. Interested parties are requested to submit their duly filled EOI Documents, fulfilling eligibility criteria in two bid system i.e. Technical Bid and Financial Bid, specifying clearly on the Covers. Bids shall be submitted on or before 23.09.2020 at 14.00 hrs and the Technical Bid will be opened on the same date at 15.30Hrs. Opening of Financial Bid will be informed later.

EOI Ref. No.	IDPL/MD/EOI/Drug-Disposal-627/2020
EOI Date	02.09.2020
Last date and Time for submission of EOI	23.09.2020 up to 1400 Hrs
Date & Time of Opening of EOI (Technical Bid)	23.09.2020 at 1530Hrs.
Place of opening of EOI	Indian Drugs & Pharmaceuticals Limited IDPL Complex, Old Delhi Gurgaon Road, Dundahera, Gurugram-122016
Address for Communication	Indian Drugs & Pharmaceuticals Limited IDPL Complex, Old Delhi Gurgaon Road, Dundahera, Gurugram-122016
Cost of The EOI Document	Free of Cost
Contact Person for Clarification if any	Dy. General Manager (Marketing), IDPL Complex, Old Delhi Gurgaon Road, Dundahera, Gurugram-122016, Mob: 8285345164, Ph :0124-4303747

Note:-Theunsolicited bid shall not be accepted

The EOI documents can be downloaded free of cost from the website.www.idplindia.in

Note: The Bidder shall be solely responsible for checking these website at least 01 days prior to closing days of submission of EOI for any addendum/amendment issued subsequently to the EOI documents and take in to the consideration the same while preparing and submitting the EOI. EOI will be opened offline.

Interested bidders may obtain further information/clarification about this Expression of Interest (EOI) from the office of D G M – Marketing, IDPL.

The EOI Documents are not transferable.

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 EOI inviting Authority may request the Firm/Agency to extend the bid validity for further period as deemed fit on their

original quoted prices and all terms & conditions. However, IDPL reserve the right to place orders at the quoted rate till such period.

All Bids must be accompanied by EMD. Bids without EMD shall be rejected

IDPL reserves the right to cancel or reject any or all bids at any stage prior to award of contract without assigning any reason.

Any dispute arising out of the advertisement shall be subject to the sole jurisdiction at Gurgaon.

For and on behalf of IDPL

Dy. General Manager- Marketing

**Address: IDPL Complex, Corporate Office, Old Delhi Gurgaon Road, Dundahera,
Gurugram-122016**

EMD (Earnest Money Deposit)

- a. The Earnest Money Deposit shall be Rs. 10000/- (Rs. Ten Thousand Only) which shall be Paid in the form of either, a Bank Guarantee or Demand Draft in favour of Indian Drugs & Pharmaceuticals Limited payable at Gurgaon and the same should be enclosed with EMD advice.
- b. EOI-Application submitted without EMD will be summarily rejected.
- c. The Earnest Money Deposit will be refunded to the successful applicant within 30 Days from the date of signing the Contract agreement and on the deposit of Security Amount.
- d. The Earnest Money Deposit (EMD) of the un successful bidders will be returned within 30 Days after the last date of receipt of applications.
- e. The Earnest Money Deposit (EMD) will be forfeited, if the applicant does not execute agreement/undertaking within the period prescribed after the receipt of offer of appointment

Eligibility Criteria:

The contractor should have valid authorization from MoEF&CC /Central Pollution Control Board (CPCB)/ State Pollution Control Board (SPCB) under Rules 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.

The contractor should have experience of relevant services carried out in the last five years.

The contractor should have an average turnover of at least Rs. 15 lacs in the last three years.

Scope of Work:

The selected firm (Contractor) shall be responsible for the handling, collection, transport , Treatment and disposal of Expired drugs available at IDPL-Delhi (Kirti Nagar, Industrial Area, N.Delhi) & IDPL-Mumbai (Tal Bhiwandi. Distt-Thane) Depots. It shall be the legal duty of the firm/agency 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 IDPL-Delhi (Kirti Nagar, Industrial Area, N.Delhi) & IDPL-Mumbai (Tal Bhiwandi. Distt-Thane) Depots.

- 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 IDPL-Delhi (Kirti Nagar, Industrial Area, N.Delhi) & IDPL-Mumbai (Tal Bhiwandi. Distt-Thane) Depots.
- 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 MoEF&CC / CPCB /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.
- G. The firm will provide Photograph and video clipping (In CD/Pendrive) as a proof of the entire disposal process of the expired drugs collected from IDPL-Delhi (Kirti Nagar, Industrial Area, N.Delhi) & IDPL-Mumbai (Tal Bhiwandi. Distt-Thane) Depots.
- H. The entire process of collection, transportation & disposal of drugs will be executed in presence of IDPL officials.
 - i. The firm (Contractor) would be required to assist IDPL in filling annual reports and other reports/ records as mandated by the appropriate pollution control authorities from time to time.
 - ii. The contact shall not be transferable to any one and the contractor shall be personally liable in respect of this arrangement.

The management of Indian Drugs & Pharmaceuticals Limited (IDPL) 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.

Arbitration Clause:

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 C&MD of Indian Drugs & Pharmaceuticals Limited (IDPL) and his decision shall be final and binding on all parties

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

Payment Terms:-

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 Indian Drugs & Pharmaceuticals Limited (IDPL).

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, Reception, Transportation, Storage , Treatment and Disposal of Expired Drugs & Medicines for Indian Drugs & Pharmaceuticals Limited (IDPL) Delhi & Mumbai Depots.

Name of the material to be disposed off:

All type of Capsules/Tablets/Syrups/Injection/Sachets & Disposable Items,

Financial BID: "COVER-B"

The Firm /Agency shall quote the charges for providing Bio Medical Waste Management Services at Indian Drugs & Pharmaceuticals Limited (IDPL) as per the prescribed Financial Bid Format (enclosed)

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. IDPL reserves the right to accept or reject a proposal without assigning any reason thereof.
2. EOI is invited under sealed two bid system super scribing on the top of envelop as “Technical Bid/Financial Bid for the Collection, Transport, Treatment and Disposal of Expired Drugs & Medicines” and should reach Indian Drugs & Pharmaceuticals Limited IDPL Complex, Old Delhi Gurgaon Road, Dundaheera, Gurugram-122016 latest by 23/09/2020 up to 1400Hrs.
3. Technical bids will be opened in Indian Drugs & Pharmaceuticals Limited IDPL Complex, Old Delhi Gurgaon Road, Dundaheera, Gurugram-122016 on 23/09/2020 at 1530 Hrs.
4. The prospective Firm/Agency may like to visit our IDPL-Depots , before submitting the bid, during all working days from 10:30 A.M. to 05:00 P.M.
5. The method of evaluation will be based on technical bid and thereafter financial bid .
6. EOI received after closing date and time will not be considered in any case
7. An EMD of Rs. 10,000/- (Rs. Ten Thousand Only) should be submitted along with the technical bid. In case of the firm/agency comes under MSME/NSIC shall be exempted (Enclose Certificate) from the submission of EMD for this EOI.
8. The firm must complete the work within 30 days from the date of issuance of work order and it can be extendable on approval of IDPL.
9. 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 IDPL.
10. The Firm/Agency must submit self-attested copies of PAN, firm registration certificate, GST registration certificate and pollution under control certificate.
11. Self-attested undertaking must be submitted by the Firm/Agency that the firm has not been blacklisted by any Government organization.
12. All pages of EOI documents should be signed and stamped.
13. All dispute shall be settled under Gurugram jurisdiction.
14. The IDPL competent authority reserves the right to accept or reject any EOI/bid without assigning any reason and is not bound to accept the lowest or any EOI.

Seal & Signature of the Authorized Signatory

of Firm / Agency

Annexure-I

APPLICATION
FORM

Expression of Interest (EOI) for Appointment of Bio-Medical/ **Bio-Medical** Waste Disposal Agency for the disposal of expired drugs of IDPL-Depots Situated at New-Delhi & Mumbai, having operations of common facility for the Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Bio-Medical/ **Bio-Medical** waste.

Status of Firm

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

Address of the Head Office _____

(Please also give telephone no. _____

And E-mail address): _____

(a) PAN of the firm/Agency _____

(b) GST No. of the firm/Agency _____

3. (i) Date of constitution of the firm/Agency _____

(ii) Validity of certificate of MoEF&CC /Central Pollution Control Board/State Pollution Control Board. (Attach Copy of the certificate) _____

4. No. of Branches (if any) _____

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

6. Copy of Profile of the firm.

Kindly attach all valid certifications/documents along with the form.

Seal & Signature of the Authorized Signatory
of Firm / Agency

Format for
Financial Bid

Sl. No.	Specifications of the material	Rate for per Kilogram disposal of drugs (in Figures)	Rate of GST in % for per Kilogram disposal of drugs (in Figures)	Total amount with Taxes for per Kilogram disposal of drugs (in Figures)
1.	Capsule			
2.	Tablet			
3.	Syrup			
4.	Injection			
5.	Sachets			
6.	Disposable Items			
	Grand Total in Rs.			

Amount in words :

Seal & Signature of the Authorized Signatory
of Firm / Agency

Term & Conditions:-

1. The Rate quoted should be all inclusive. No further charges /Fee/expanses (including Travelling and stay etc.) will be paid by IDPL
2. Amount to be written in both Figures and words. if there is any difference between figures and words the words will prevail.
3. No. correction/alteration are permitted while mentioning the amount.

Note: The order quoted should only be in sealed envelope i.e. Cover-B, Financial Bid kept in open condition will result in disqualification of Bid.