



# Uttar Pradesh Medical Supplies Corporation Limited

(A Govt. of Uttar Pradesh Undertaking)

GSTIN: 09AACCU2250P1ZZ CIN: U85310UP2018SGC102425

Registered Office : SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002

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## Corrigendum-3 dated 29/02/2024

With reference to tender no. **UPMSCL/Drugs-203/47** dated 19/01/2024 a corrigendum is being issued as follows:

### A. Technical Corrigendum

Sr. No.	Reference of tender document	Existing conditions/specifications	Revised Conditions/Specifications
1	Section II Important Information For Bidders 1. Eligibility Criteria	iii. In case of an Importer, <b>their principal manufacturer should have 3 years' market standing in India</b> and the Importer should have 3 years market standing in the pharmaceutical field. And also, the importer should have due authorization for quoting drugs from the principal manufacturer along with relevant import licenses as per Drugs & Cosmetics Act 1940 and Rules 1945.	iii. In case of an Importer, the Importer should have 3 years market standing in the pharmaceutical field. And also, the importer should have due authorization for quoting drugs from the principal manufacturer along with relevant import licenses as per Drugs & Cosmetics Act 1940 and Rules 1945.
2	Section-II, Clause-12 Other Important Information, Section-III Clause-5 Purchase Orders & Annexure- A	i. Purchase orders shall be issued as per UPMSCL's internal protocol with multiple consignees however, purchase order for minimum 15% of tendered quantity (applicable for EDL drugs only) will be issued by UPMSCL	i. Purchase orders shall be issued as per UPMSCL's internal protocol with multiple consignees <b>for tentative tendered quantity or more on sole discretion of TIA</b> , however, purchase order for minimum 15% of tendered quantity (applicable for EDL drugs only) will be issued by UPMSCL <b>based on consumption pattern and requirement.</b>
3	Section-III Clause-6 Supply Conditions	vi. The expiry period of Drugs and other items should not be less <b>than two years unless prescribed under statutory provisions or schedule "P1" in which case it shall not be less than the maximum prescribed under statutory provisions or Schedule "P" as the case may be.</b>	vi. The expiry period of Drugs and other items should not be less <b>as prescribed in annexure A (Schedule of Requirement).</b>
4	Format-V, List of item for which bid is quoted, Column No. 10	Shelf life of product as per <b>Schedule P-1 of D&amp;C Act.</b>	Shelf life of product as per <b>Annexure-A (Schedule of requirement). (Enclosure-1)</b>
5	Format-XV, Contract	-	Shelf life of product as per Annexure-A (Schedule of requirement) should be

Sr. No.	Reference of tender document	Existing conditions/specifications	Revised Conditions/Specifications
			tabulated along with the list of Drug(s). <b>(Enclosure-2)</b>
6	Annexure-A Schedule of Requirement	Insulin Glargine Injection 300 IU per ml, 1.5 ml prefilled pen along <b>with 3 cartridges and 5 needles</b> (Item Code D060017)	Insulin Glargine Injection 300 U per ml, 1.5 ml prefilled pen along with 5 needles (Item Code D060017)

**B. Date extension Corrigendum**

Sr. No.	Reference of tender document	Existing	Revised/ clarification
1	Last Date and Time for Online Submission of Tender	<b>29<sup>th</sup> February, 2024</b> , UPTO 15:00 Hrs	<b>11<sup>th</sup> March, 2024</b> , UPTO 15:00 Hrs
2	Date and Time of Opening of Technical BID-COVER 'A'	<b>29<sup>th</sup> February, 2024</b> , UPTO 15:30 Hrs	<b>11<sup>th</sup> March, 2024</b> , UPTO 15:30 Hrs

All other terms & conditions of the tender document shall remain same.

**MANAGING DIRECTOR  
UPMSCL**

(Enclosure-1)

**Format – V**

**List of item for which bid is quoted**

Sl. No.	Drug Code	Drug name	GST- HSN CODE	License number	Validity of License	First Date of approval of product	Reference page no. of document submitted	Standard Batch size	Shelf life of product as per annexure-A	Deviation if any from the specification mentioned in tender*

\* If bidder has not mentioned any deviation, it will be treated firm is accepting and fulfilling all the parameters and matching all the requirement/specifications/Terms.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

NAME OF THE FIRM/BIDDER \_\_\_\_\_

STAMP OF THE FIRM/BIDDER\_\_

(Enclosure-2)

**FORMAT – XV**

**CONTRACT**

THIS **CONTRACT** is made on this.....day of....., 20\_\_

Between

**Uttar Pradesh Medical Supplies Corporation Ltd** company incorporated in the Republic of India registered under the Companies Act, 2013 and having its registered office at..... and

Having GST No. \_\_\_\_\_ hereinafter referred as the “**Purchaser**”, which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the ONE PART:

and

..... a company/firm/corporation/LLP incorporated in the Republic of India registered under the Companies Act, 2013/1956 and having its registered office at .....,

and having GST No. \_\_\_\_\_ Herein after referred as the “**Supplier**”, which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the OTHER PART and FINAL PART.

WHEREAS the Purchaser has invited tenders for the procurement of drugs/supplies vide TENDER NO.....DATED ..... The supplier has submitted technical and Price Bids as contained in the Tender Document. The Purchaser has finalized the tender in favour of the Supplier for the procurement of drugs/supplies specified in the schedule attached hereto at the prices noted against each item therein for a total cost of Rs. .... (Contract Price in Words and Figures) (here-in-after “the Contract Price”) on the terms and conditions set forth in the agreement.

NOW THIS **CONTRACT** WITNESSED AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - (a) All the documents submitted by the tenderer as part of Technical Bid and Price Bid;
  - (b) The Schedule of Requirements;
  - (c) The Specifications and other quality parameters;

- (d) The clarifications and amendments issued / received as part of the Tender Document
- (e) The General Conditions of Contract;
- (f) The Specific Conditions of Contract; and
- (g) The Purchaser's offer Letter
- (h) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority/Purchaser.

3. This contract shall deem to extend to such LOIs as may be issued in pursuance and in accordance with the tender.

4. Any supply made on the purchase orders placed against this tender before the execution of this contract shall deemed to be covered by this contract and all terms and conditions of the tender applied to such supplies

5. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply drugs/supplies conforming in all respects with the provisions of the Contract.

6. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the tender, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

7. The Supplier has deposited with the Purchaser an amount of Rs... .. (as in Tender condition) as Security Deposit as specified in the Conditions of Tender for due and faithful performance of the provisions of this contract. Such Security Deposit made by the Supplier is liable to be forfeited by the Purchaser in the event of the Supplier failing duly and faithfully to perform any one or more or any part of any one of the said provisions. The payment for the supplies made by the Supplier will be paid to him only after he has remitted the required amount of Security Deposit.

**List of Drug(s) under Contract**

Sl. No	Drug Code	Name of the Drug	Strength	Shelf Life	Unit Rate (Basic) (Rs.)	Tax %	Offered Quantity	Value (Rs.) based on Basic
	Total Value (Rs.)							

**IN WITNESS** whereof the parties hereto have caused this contract to be executed in accordance with their respective laws of the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by

The said ..... (For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of .....

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)

Note:- No changes/addition/deletion are allowed in the contract document.