



**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**

**(A Government of Uttar Pradesh Undertaking)**

Regd. Office: SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

Website: <https://etender.up.nic.in>, [www.upmsc.in](http://www.upmsc.in)

Email: [drugs@upmsc.in](mailto:drugs@upmsc.in), Tel. no. 0522-2838102

**e-TENDER FOR THE SUPPLY OF DRUGS TO UTTAR PRADESH MEDICAL  
SUPPLIES CORPORATION LIMITED**

**(AS PER SCHEDULE OF REQUIREMENT : ANNEXURE A)**

**TWO YEAR'S RATE CONTRACT**

**LAST DATE FOR ONLINE SUBMISSION OF TENDER: 14 December, 2020**



**e – TENDER FOR THE SUPPLY OF DRUGS TO UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**

**e-TENDER SCHEDULE**

TENDER REFERENCE	:	Ref.: UPMSCL/Drugs-083/277, Dated: 21.11.2020
TENDER WEBSITE	:	<a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
DATE AND TIME OF UPLOADING TENDER	:	21 November, 2020, at 17:00 Hrs.
DATE AND TIME OF DOWNLOADING THE TENDER	:	21 November, 2020, at 17:30 Hrs
LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER	:	14 December, 2020, UPTO 15:00 Hrs
PRE-BID MEETING	:	02 December, 2020; 13:00 Hrs at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010
DATE AND TIME OF OPENING OF <b>TECHNICAL BID-COVER 'A'</b>	:	28 September, 2020 at 15:30 Hrs at UPMSCL Office, Lucknow
DATE AND TIME OF OPENING OF <b>FINANCIAL BID- COVER 'B'</b> (PRICE/ BOQ)	:	Date shall be declared on website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> and <a href="http://www.upmsc.in">www.upmsc.in</a>
DATE OF COMPLETION OF EXAMINATION OF FINANCIAL BID (PRICE/BOQ)	:	Date shall be declared on website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> and <a href="http://www.upmsc.in">www.upmsc.in</a>
VALIDITY OF TENDER	:	180 DAYS
OPENING OF TENDER	:	Online on <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
ADDRESS FOR COMMUNICATION	:	<b>Uttar Pradesh Medical Supplies Corporation Ltd.</b> , SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Luck now-226010(UP) India
TENDER PROCESSING FEES	:	Rs. 2250/- (Rupees two thousand two hundred and fifty only) INCLUSIVE OF GST (NON REFUNDABLE), through RTGS

**MANAGING DIRECTOR, UPMSCL**

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## **SECTION- I**

### **DESCRIPTION, DIRECTIVE & ABBREVIATIONS**

**The Uttar Pradesh Medical Supplies Corporation Ltd-** UPMSCL is a Government of Uttar Pradesh undertaking incorporated under Companies Act, 2013 on 23<sup>rd</sup> March, 2018 which has been set up for providing timely and effective Health Care Services to the people of Uttar Pradesh. The key objective of the UPMSCL is to act as the central procurement agency for all essential and specialized drugs, medical devices etc. of good quality and also equipments for the health care institutions having highest standards at competitive rates for various departments of the State providing health care to the people of U.P.

The Managing Director, **Uttar Pradesh Medical Supplies Corporation Ltd**, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar, Extension, Lucknow-226010, (hereinafter referred as **Tender Inviting Authority/Purchaser** unless the context otherwise requires) invites e –Tender for supply of Drugs to Uttar Pradesh Medical Supplies Corporation Limited. List of drugs to be procured vide this tender is detailed in **Schedule of Requirement: Annexure – A.**

1. Purchaser : **UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (UPMSCL), Lucknow, INDIA**
2. Consignee : Designated Officers- Drug Warehouses of UPMSCL/UP Medical & Health department
3. Bidder : Manufacturing unit participating in Tender process for supply
4. Supplier : Successful Bidder to whom contract is awarded.
5. Language of Bid : English
6. List of Items : List of Items is detailed in **Annexure –A (Schedule of Requirements)**
7. EMD : EMD for participation in this tender is **Rs. 20,000/- per item subject to Minimum Rs. 2 Lacs and maximum Rs. 5 Lacs.**
8. Tender Processing Fees : **Rs. 2250/-**(Rupees two thousand two hundred and fifty only) Inclusive GST (Non-Refundable) (e-transfer, RTGS/NEFT)
9. Tender System : 2 cover system, **Cover – A: Technical Bid**, EMD & Prequalification,  
**Cover – B: Price Bid/Bill of Quantity (BOQ)**
10. Schedule of events : **As per online tender time schedule (Key dates) on**  
<https://etender.up.nic.in> and [www.upmsc.in](http://www.upmsc.in)
11. Validity of BID : 180 Days from last date of bid submission.
12. Validity of contract : Two Years
13. Address for communication : **Uttar Pradesh Medical Supplies Corporation Ltd.**

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,

Lucknow-226010

**Email: [drugs@upmsc.in](mailto:drugs@upmsc.in)**

***Note: The bidders shall be solely responsible for checking the websites 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.***

## **ABBREVIATIONS:**

UPMSCL	: Uttar Pradesh Medical Supplies Corporation Ltd.
EMD	: Earnest Money Deposit
MD	: Managing Director
TIA	: Tender Inviting Authority
UCP	: Ultimate cost to Purchaser
WHO	: World Health Organization
GMP	: Good Manufacturing Practices
QA	: Quality Assurance
COA	: Certificate of Analysis
SQ	: Standard Quality
NSQ	: Not of Standard Quality
DPCO	: Drug (Price Control) Order
RSD	: Residual Shelf life
PO	: Purchase Order
LD	: Liquidated Damage
GLP	: Good Laboratory Practices
LLP	: Limited Liability Partnership
IP	: Indian Pharmacopoeia
CoPP	: Certificate of Pharmaceutical Product

## **SECTION II**

### **IMPORTANT INFORMATION FOR BIDDERS**



## IMPORTANT INFORMATION FOR BIDDERS

### 1. ELIGIBILITY CRITERIA

Manufacturing units are eligible to participate in the tender provided, they have-

- i Valid license to manufacture/import the item of drug (s) quoted as per specifications mentioned in the tender from the Competent Authority & have at least 3 years' experience as a manufacturer/importer for each drug quoted unless it falls under New Drug category.
- ii The bidder (Having own/Loan manufacturing License) should hold valid GMP (Good Manufacturing Practices Certificate as per schedule M of D & C Act) and GLP (Good Laboratories Practice) certificate issued by the Licensing authorities for all the premises, from where quoted product is being manufactured.

**OR**

(Having own/Loan manufacturing License) should hold valid WHO GMP certificate issued by the Licensing authorities for all the premises, from where quoted product is being manufactured.

**OR**

In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc., or COPP certificate of their Principal Manufacturing Company or firm.

- iii Minimum average Annual turnover in the last three financial years should be Rs. 20 Crores except for items at Sr. No.1,6,13, 14,15,16,17,30,31,32,33,34,35,45,46,47,51,52,53,55,114,115, 117,118,120,122,123,124,125,126,127,128,129,131,132,133,134,136,137,143,144,145,148, 150,152,154,312,313,314,315 (all topical/external preparations) for which minimum average Annual turnover in the last three financial years should be Rs. 05 Crores.

#### **iv DELETED**

#### **v DEBARRING/BLACKLISTING:**

FOR PRODUCT(S): (i) Tender should not be submitted by the firm / company / loan licensee for the Product(s) for which the firm / Company / loan licensee has been blacklisted / banned / debarred by UP Govt. or UPMSCL, on any grounds.

(ii) Tender should not be submitted for the product(s) for which the firm / company / loan licensee has been blacklisted by any other State Government / Central Government / its Drug procurement agencies due to quality failure and/or fraudulent/ illegal practices of the drugs supplied.

FOR FIRM/COMPANY: (i) The Company / Firm / loan licensee which has been blacklisted/ Debarred/ Restricted by UPMSCL or Up Govt., due to any reason should not participate in the tender during the period of blacklisting. The Company/ Firm / loan licensee which has been blacklisted by any other State Government/Central Government / its Drug procurement agencies due to quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/illegal practices of the drugs supplied should not participate in the tender during the period of blacklisting.

During the validity of the tender and Contract if the firm / Company / loan licensee and/or quoted/awarded product is blacklisted by any other State Government / Central Government / its Drug procurement agencies on the grounds of quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/ illegal practices / convicted by any Court of law in India, shall be intimated to UPMSCS. Based on the facts of black listing, the product(s)/bidder/ supplier will be liable for Blacklisting /Termination of contract/ Cancellation of Purchase orders/Letter of Intent etc as decided by the committee/TIA.

- vi The Company/firm which has been convicted by any Court of Law of the Country under the provisions of Drugs & Cosmetics Act, 1940, Drug (Prices Control) Order, shall not be eligible to participate in the tender.

## **2. EARNEST MONEY DEPOSIT (EMD)**

EMD acts as a safeguard against bidder's withdrawing/altering its bid during the bid validity period which is 180 days. Submission of EMD shall be mandatory unless exempted in accordance with **UP State MSME Policy**. EMD shall be submitted online through RTGS/NEFT to the account details mentioned below and receipt of the same shall be uploaded in e-Tender portal along with other documents. EMD shall be deposited from bank account of bidder only.

Account Holder Name: **Uttar Pradesh Medical Supplies Corporation Ltd.**

Account No: **39366886265**

Bank Name: **State Bank of India,**

**Branch- UP Civil Secretariat, Vidhan Sabha Marg, Lucknow, Uttar Pradesh**

IFSC code: **SBIN0006893**

(E-Transfer receipt has to be uploaded with the Tender & UTR No. Should be mentioned clearly)

### **Holding of EMD**

The EMD shall be held for a period of 45 days beyond bid validity period of 180 days. Should it become necessary to extend the validity of the bids and the bid securities, UPMSCS shall request in writing/e-mail to all those who submitted bids for such extension before the expiry date thereof. Bidders shall have the right to refuse to grant such extension without forfeiting their bid securities. The bidders who refuse to grant the UPMSCS's request for an extension of the validity of their bids and bid securities, will have their bid securities returned to them. They shall be deemed to have waived their right to further participate in that bidding.

### **Forfeiture of EMD**

EMD of a bidder shall be forfeited, if the bidder withdraws or amends his tender or impairs or derogates from the tender in any respect after expiry of the deadline for the receipt of tender but within the period of validity of tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, his EMD will be liable to be forfeited. For partial default or non-acceptance of contract for any item (on justified ground like typographical error in quoted rate), 1 % of total contract value of the item shall be forfeited from the EMD. If the amount would be higher than the EMD amount itself then the bidder has to pay the difference amount

within 10 days of such intimation & in case of non-compliance the bidder shall be debarred from doing business with UPMSCL for 2 years.

### **Refund of EMD**

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, not later than 30 (thirty) days after conclusion of the contract. EMD of the successful bidder shall be returned, without any interest whatsoever, after receipt of performance security as called for in the contract.

### **3. CLARIFICATION OF BIDDING DOCUMENTS**

A prospective Bidder requiring any clarification of the Bidding Documents may notify the UPMSCL in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Bids. Tender inviting authority reserves the right to take decision on nature and extent of amendments required.

### **4. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the deadline for online submission of bids, the **Purchaser /Tender Inviting Authority** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment. All such amendments will be made available on <https://etender.up.nic.in> and [www.upmsc.in](http://www.upmsc.in) website. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the TIA may, at its discretion, extend the deadline for the submission of bids.

### **5. THE TENDER PROCESS**

The tender process will be of 2 cover system, consisting:

**Cover - A: Technical Bid**

**Cover – B: Price Bid**

#### **Requirements of Cover A:**

- Description of the bidder: Should include the information asked in Format - I
- Copy of e-Transfer Receipt for submission of tender processing fee along with Format - II
- Copy of e-Transfer Receipt for submission EMD with Format - III / Copy of exemption certificate
- Details of manufacturing premises at which quoted drugs are to be manufactured (Format – IV)
- Copy of Valid GMP & GLP/WHO-GMP certificates of manufacturing premises issued by Licensing Authority.
- Non- Conviction certificate issued by Licensing Authority for non-conviction (issued within 6 months prior to publication of the tender) for all premises.
- List of items for which bid is quoted (As per **Format – V**)

- Copy of the Manufacturing licenses with validity & drugs approval proof of all items quoted. (The items quoted shall be highlighted & drug code shall be indicated)
- Market Standing Certificate/ Manufacturing and Marketing Certificate for the drugs quoted issued by Licensing Authority.
- 60 days' production capacity (Dosage form wise) for all premises certified by Licensing Authority **(This requirement is not for importers quoting for imported drugs)**. Also, *the commitment quantity for an item submitted by the bidder (as per format-XVII) shall be taken in to account and a bidder not having committed quantity (as reflected in commitment quantity) as per tendered quantity of the item quoted can be technically disqualified.*
- Average annual turnover statement (**Format – VI**) along with audited Balance sheet.
- Acceptance of all terms & conditions in all sections of tender document. (Declaration as per **Format – VII**)
- Manufacturing/Import Experience detail of quoted drugs (As per **Format - VIII**)
- List of Govt. Organizations to whom bidder is an existing Supplier. (As per **Format – IX**)
- GST registration certificate.
- Affidavit of being a **SSI/MSME unit of Uttar Pradesh** (If applicable)
- Copy of firm's PAN card.
- Bank Details of the Firm. (As per **Format – X**)
- Letter of authorization (As per **Format – XI**)
- Other documents for establishing eligibility of bidder
- Any other documents if asked by TIA before last date of bid submission.
- Checklist as per **Format – XIII**

***Note: The list documents mentioned above is only inclusive in nature; the bidder should upload all other documents which may be asked by the Tender Inviting Authority. All documents should be uploaded in specific template available in tender website. All documents shall be signed by the bidder and shall bear seal of the Company/firm and attested by Public Notary.***

#### **Requirements of Cover B:**

Ultimate cost to the Purchaser **to be filled in downloaded BOQ of this tender and then uploaded.**  
(Sample BOQ indicated in Format – XII for reference only)

**Note: The rates quoted must be rate per dosage unit i.e. per tablet/capsule/bottle/sachet/vial/ampoule etc. and not as per the pack size.**

## **6. EVALUATION CRITERIA**

Encrypted bids in e-Tendering portal shall be opened as per advertised schedule or as per the notification with digital signature of a multi-member committee authorized by MD, UPMSCL. The bids

shall be evaluated by committee constituted with approval of MD, UPMSCL. Bids shall be evaluated as in compliance with the tender document.

The committee will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order. Prior to the detailed opening and evaluation of Price Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each bid to the tender document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to the terms and conditions of each bid to the tender documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Bid Security- EMD, price bid will be deemed to be a material deviation. The Tender Inviting Authority determination of Tenders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. If a Tender is not substantially responsive, it may be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Bidder by correction of nonconformities. The tenders will be scrutinized to determine whether they are complete and meet the eligibility requirements, conditions etc. as prescribed in the Tender Documents. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

**Note:** The above mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfillment of any essential condition called out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive. Infirmity/Irregularity/Non-Conformity if observed during the preliminary examination, the Tender Inviting Authority find any informality and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute material deviation /financial impact or may ask bidder to comply the same or may ask to submit documents which does not have any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority may convey its observation on such issues to the bidder by online web portal or website or mail etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored / rejected.

**Inspection:**

Quality of drugs shall be given highest priority. Inspections of the manufacturing and related facilities of bidders/ suppliers will be at the discretion of the Tender Inviting Authority. Such inspection may be at any stage before or after acceptance of the Bid or Award of Contract. Manufacturing facility, which is not upto the benchmark standard, may be rejected. Once rejected the facility will be declared ineligible for participation in tender upto two subsequent years. Manufacturing units which

are inspected once and found suitable, need not to be inspected for next three years. In event of decision for inspection, the bidders must extend full cooperation to the team to enable them to inspect the manufacturing processes, quality control measures adopted, etc.

#### **Finalization of Vendor:**

List of technically qualified bidders & non-qualified bidders (with reasons) shall be published as provisional list on the official website of Corporation. A window period of 2 day from date of publication of provisional list shall be given for submission of grievance by disqualified bidders, if any & the same shall be addressed. No representation shall be entertained after the prescribed window period. The final list of technically qualified & disqualified bidders then shall be uploaded in UPMSCL website with due approval of MD, UPMSCL.

Financial bid shall only be opened for the bidders who are technically qualified. If there is a discrepancy between words and figures, the rate quoted in words in financial bid shall be considered as final. Tenders/vendors can be finalized irrespective of number of bids obtained if the price justification is established in case of single bid/offer. Price comparison shall be done on the basis of ultimate cost to the Purchaser that includes cost of drug, packaging, transportation and all forms of taxes applicable. In event of financial bid opening, due to provision/compulsion of e-tendering system if financial bid of the complete quoted drugs list of a bidder is opened by TIA then TIA will consider/evaluate the price bid of the bidder for the item which is technically qualified by the Technical Evaluation committee of TIA.

## **7. AWARD OF CONTRACTS**

**i Award Criteria:** Contract will be awarded to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, subject to the bidder agreeing to all terms and conditions of the tender. In case of non- acceptance of agreement, the Purchaser will proceed to the next-lowest evaluated Bidder. This contract will be called **Principal Contract**.

**ii State SSI & MSME:**

Latest directive of Uttar Pradesh Government , in respect of **eligibility, benefits and exemptions** provided to the **State SSI & MSME**, shall be adhered to. Affidavit of being SSI/MSME unit of the State of U.P. is must for leveraging the benefit under this provision.

**iii Multiple Supplier Eempanelment:**

MD, UPMSCL shall have the rights to call other eligible firms those are willing to match L-1 rates. If such firms are found, then the order quantity may be dispersed in ratio of 60% for L-1 & 40% for those who match L-1. MD, UPMSCL shall have the right to decide number of bidders to be empanelled depending upon the nature of drugs/requirement. Preference will be given to the closest bidder to L1 in case multiple bidders show willingness to match L1 price. This contract will be called **Parallel contract**.

**Note:** No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify his bid or influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **8. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Purchaser's action.

## **9. ISSUE OF NOTIFICATION OF AWARD**

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The Purchaser shall notify the successful bidder through website notification & by e-mail (indicated in bid submitted), that its bid has been accepted. The bidder shall give his acceptance within 3 days of issue of the Notification of Award, along with agreement document in conformity with the bid document. In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted shall be liable to be forfeited and If supplier has been awarded one or more than one products and out of that supplier withdraws for partial/all products then supplier's all other products may not be acceptable and supplier may be debarred/blacklisted for 2 years for said product/all products from participating in tenders of UPMSCL.

If any product or company gets debarred/blacklisted during rate contract period and the product under contract is desired, then corporation can buy it from next responsive bidder for the product.

## **10. AGREEMENT**

A written agreement shall be executed between UPMSCL & the Company/firm to whom contract is awarded. Apart from the agreements with L-1 bidder & matched bidders, UPMSCL may also do contract with other bidders who are willing to supply drugs at their quoted prices

## **11. PERFORMANCE SECURITY**

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the annual contract value as per the annual offered quantity as stated in the bid document. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI.

Performance security is to be furnished within 15 days after notification of the award and it should remain valid for a period of 36 month's validity. In case L-2, L-3... bidders who have agreed to match L-1 price, then the performance security Deposit of L-2, L-...3 bidders will be 5% of annual contract value as per the annual quantity of their offered quantity.

***Note: In case of breach of contract by the Supplier, the performance security shall be forfeited. If the Supplier duly performs and completes the contract in all respect, the performance security shall be returned to the Supplier without any interest, on completion of all such obligations under the contract.***

## **12. OTHER IMPORTANT INSTRUCTIONS**

- i The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be periodic as per UPMSCL"s internal protocol with multiple consignees. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional/district level) & the same shall be mentioned in the purchase order.
- ii The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be periodic as per UPMSCL"s internal protocol with multiple consignees. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional/district level) & the same shall be mentioned in the purchase order.
- iii **State SSI & MSME:** Latest directive of Uttar Pradesh Government, in respect of **eligibility, benefits and exemptions** provided to the **State SSI & MSME**, shall be adhered to.
- iv If the successful bidder fails to undertake the contract, the bidder shall be liable for all damages sustained by UPMSCL, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the drug concerned.
- v If any drug supplied by the bidder have been partially or wholly used after supply and are subsequently found to be inferior in quality or NSQ, then the contract price or prices of such drug will be recovered from the bidder, if payment had already been made to him.
- vi Bidders are advised and required to go through **Annexure – B**, for guidance regarding online filling and submission of tender documents.
- vii Price quoted in bid shall be valid for TWO YEARS from the date of award of contract.
- viii At the time of award of contract, the quantity of Drugs, originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guaranteed against bid quantity. The bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption in the hospitals during Rate Contract period.



- ix The supplier shall submit the supply commitment quantity” in **Format-XVII** which will be used for the cases where the actual purchase quantity tends to increase substantially from the bid quantity.
- x *The commitment quantity for an item submitted by the bidder (as per format-XVII) shall be taken in to account and a bidder not having committed quantity (as reflected in commitment quantity) as per tendered quantity of the item quoted can be technically disqualified.*
- xi If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- xii The labeled shelf life should normally be same as in product of the firm supplied in trade.

## **SECTION III**

### **CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

### 1. DEFINITIONS

- **Tender Inviting Authority (TIA)** - is the Managing Director of the UPMSCL, who on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the drugs procured under this Tender Document.
- **Tender Document** - means the document published by the Tender Inviting Authority containing the data identifying the drugs to be purchased, the quantity and delivery, and which includes specifications, quality requirements and general conditions which will govern the contract on acceptance of a bid.
- **e-tender** - The process of notifying/ floating tender and pursuing actions of tender opening online.
- **User Institutions** - are government departments, health care institutions, autonomous bodies, etc. for which the drugs under this tender are procured.
- **Drug** - means and includes, substances defined as “Drug” in the Drugs and Cosmetics act 1940.
- **L1 rate** - means the lowest rate declared by the Tender Inviting Authority for drugs mentioned in this Tender Document.
- **Matched L1 rate** - means the rate of the bidder or bidders who have consented, in writing, to match with the L1 rate for the particular drugs and agreed to abide by the terms and conditions of the Tender Document.
- **Liquidated Damages** – means penal charges levied by the Tender Inviting Authority for the delay in supply of the drugs after the expiry of stipulated period mentioned in the supply conditions.
- **Letter Of Intent** – is an intimation informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- **Purchase Order** - means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the drugs at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.
- **Supplier** - is a person/firm/company or other(s) to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.
- **Empanelled laboratory** - Drug testing laboratory approved under the Drugs and Cosmetics Rules, selected by the Tender Inviting Authority for the purpose of conducting analytical testing of drugs supplied by the suppliers..

### 2. STANDARDS

The drug supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in **Annexure – A** and shall conform to standards laid down in Drugs and

Cosmetics Act & Rules, 1945, There under currently in force. For drugs which are not official in IP currently in force in the country then it shall conform to the standards of other pharmacopeia currently in force as per provisions of Drugs & Cosmetics Act and Rules there under. For drugs other than above referred categories of standards of Drugs & Cosmetics Act and Rules there under, BIS or In-house standards shall be complied with.

### **3. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

### **4. PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or drugs design rights arising from use of the drugs or any part thereof.

### **5. PURCHASE ORDERS**

This is a rate contract tender. The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirement. Purchase orders shall be placed as per UPMSCL's internal protocols with multiple consignees. The place of supply can be anywhere in the State of Uttar Pradesh (Generally UPMSCL warehouses located at divisional/ district level) & the same shall be mentioned in the purchase order. In case of multiple Suppliers are empanelled for the item, the purchase quantity shall be divided among the Suppliers in approximation with award criteria. However, UPMSCL reserves the right not to split the order quantity based on nature/value/or volume of the orders.

Each Supplier shall be provided with a Log-in ID & Password for registering to software system adopted by UPMSCL. The purchase orders shall be released online and same shall be visible in respective Supplier's dashboard. Copy of the purchase orders shall also be communicated to the e-mail mentioned by the suppliers in the bid document submitted. Hence, the suppliers must check their dashboard and e-mail regularly. In case of any ambiguity/objection/representation in respect of any purchase order, the same shall be communicated within 3 days to MD, UPMSCL after which no representation shall be entertained. Within 7 days of issue of purchase order, the Suppliers are expected to submit a tentative delivery plan & details of the batches planned to be supplied.

### **6. SUPPLY CONDITIONS**

The supplies have to be initiated within 45 days of release of purchase order & completed within 60 days. Supplies can be received up to 90th day with 0.2% LD charge per day on value of the goods

supplied with delay. On completion of 90 days, the purchase order shall stand cancelled and penalty of flat 20 % shall be levied on value of unexecuted portion. Drugs which are to be mandatorily tested at CRI Kasauli/ NIB or similar Government labs (Eg. ASV, ARV, Vaccines), supplied shall be accepted up to 90 days without any liquidated damage and upto 120 days of purchase order with liquidated damage of 0.2% per day on value of the goods supplied with delay. On completion of 120 days, the purchase order shall stand cancelled and penalty of flat 20 % shall be levied on value of unexecuted portion. Such drugs must be supplied with COA issued by the relevant laboratory.

- i Each batch of the drug must be supplied with certificate of analysis (In-house/ NABL accredited drug testing laboratory or Govt. laboratory, wherever applicable).
- ii Drug with difference in specification, difference in packing material, difference in drug license number shall not be accepted.
- iii In general, drug with minimum 80% residual shelf life shall be accepted. Minimum residual shelf life of 60% shall be acceptable for vaccine and imported drugs. However, consignment with lower residual shelf-life can be accepted if the Supplier undertakes to take back the unconsumed quantity if expired and pay back the corresponding amount. In any case, drug with below 70% (except vaccine and imported drugs for which 60% self life) residual shelf life shall not be accepted.
- iv If the L1 supplier fails to supply the required items in full/in part within the stipulated time or within the time extended, as the case may be, the Tender Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the Tender Inviting Authority will place Purchase Orders with the Matched L1 bidder or to the next bidder(s) according to the bid ranking status at the risk and cost of supplier.
- v Those bidders offering the items requiring special cold storage condition should either have their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the drugs under cold chain norms from the manufacturing unit to the respective warehouse of the Corporation/facilities as mentioned in purchase order by complying cold chain norms. The bidders to whom LOI has been placed for the supply of drug requiring special cold storage conditions shall, at the time of submission of agreement, submit notary attested Documents to prove that they are having own cold chain transporting system or copy of the contract agreement made with a transporting agent having facilities to transport the drugs under cold chain norms from the manufacturing unit to the respective warehouse of the Corporation/facilities as mentioned in purchase order.

## **7. PACKING**

Packaging material must be suitable for the purpose and have no detrimental effects on the pharmaceutical drugs. Primary packaging must give adequate protection against external influence and potential contamination.

### **Important conditions:**

- I. Injection, in ampoule form, should be supplied in double constricted neck ampoules
- II. Injection Vials should have flip-off caps.
- III. Dry powder injections, for which WFI is not to be used as diluent, must be supplied in combi-pack with suitable diluents. Not more than one batch's diluents shall be supplied with single

batch of dry powder injection. Expiry date of the diluents must be later than the drug component. Batch details of diluents shall also be over printed on the catch box containing the combi-pack for injection vial & the diluents. Even if the diluent supplied with the dry powder injection is manufactured by another company, the quality responsibility shall be of the drug supplier to UPMSCSCL.

- IV. The tablets/capsules having primary packing unit size of 3's, 6's, 10's, 14', 15's shall be packed in pack sizes of 3'sX10; 6's X10; 10's X10, 14's X10 and 15'sX10 respectively for secondary packing.
- V. For tablets/capsules the tertiary pack shall not contain more than 120 secondary packing units.
- VI. For Oral Liquids the pack sizes and Shipper pack shall be as follows:
  - (a) Paediatric formulations shall be in mono packs and not more than 100 units shall be packed in the tertiary packing.
  - (b) 100 ml or Below 100 ml not more than 100 bottles shall be packed in tertiary packs.
- VII. Dry syrup bottles must be induction sealed
- VIII. Every ointment/cream tubes shall be individually packed in mono-carton and then packed in 12's (in case of 30 gm/60 gm tube) & 20"s (in case of 15 gm tubes) in a White board box. Not more than 20 secondary packs shall be packed in tertiary shippe's pack.
- IX. Vials of Eye, Ear and Nasal drops shall be packed in individual mono-carton with a sterilized dispensing device. 10 primary packs shall be hermetically sealed with polythene cover of which 2 to 5 packs shall be packed in secondary packing. Upto 20 such secondary packs shall be packed in tertiary packs.
- X. Vials should have flip-off caps.
- XI. Eye ointment tubes shall be packed individually in mono-carton of which 10 packs of 30 gm/60 gm and 20 packs of 10g/15gm shall be hermetically sealed with ploythene cover. 2 to 5 such packs shall be packed in secondary packing. Upto 10 secondary packs shall be packed in tertiary packing.
- XII. Upto 100 ml bottles of external preparations not more than 12 shall be packed in board box and not more than 20secondary packs shall be packed in shipper's/tertiary pack.
- XIII. Not more than 48 jars of ointment/ cream shall be packed in tertiary packing with partition.
- XIV. Not more than 12 bottles of 1 litre and Not more than 24 bottles 500 ml shall be packed in tertiary pack.
- XV. Light-sensitive pharmaceuticals must be packed in containers that allow maximum protection from light.
- XVI. Only first hand fresh packaging materials of uniform size are used for Packing. Packing of recycled paper or packages of different drugs/companies are prohibited. The penal charges for usage of packets of other drugs shall be 5% of the total value of item (s) in question after notice.
- XVII. Tertiary packing shall be of 7 ply and it should be undamaged while received at UPMSCSCL warehouse. **(For damaged packing 1% may be levied from payment.)**

**Note: (i) Non compliance to the above conditions shall lead to rejection of consignment and the supplier shall be liable for action under provisions of non-supply/late supply. (ii) For any item mentioned in the Schedule of Requirement but not covered by above clause, the packing shall be normal commercial packing supplied to the market.**

## **8. LABELING**

The labeling of drugs/item should comply with guidelines set forth in the Drugs & Cosmetics Act and Rules there under.

- The label should prominently display the International Non-Proprietary Name (INN)/Proper Name or Generic name as per labeling provisions of Drugs and Cosmetics Rules.
- Name of the drug shall also be mentioned in Hindi in primary and secondary packings.
- All cold chain drugs **must** have VVM/Potency indicator to ascertain their usability.
- The secondary packaging material (box, carton) must be clearly labeled with the names of the item, batch number, expiry date and the number of units per carton/box.
- Drugs with **MRP** mentioned in any packaging unit shall not be accepted
- Brand name shall ideally be not mentioned in any of the package (Primary/Secondary packing material). However, drugs with brand name mentioned can be accepted with penalty deduction of 2% on the value of corresponding quantity. Penalty shall not be applicable for imported drugs.
- The labels in the case of injectables shall clearly indicate that the preparation is meant for IM, IV, ID, SC etc.
- Consignment shall be liable for rejection if any tampering with the expiry date is found and the supplier firm shall be blacklisted for two years.
- The labels of two or more drugs/materials supplied by the same supplier shall not be identical or resemble in any form especially in colour and markings leading to confusion in identifying the items.
- Seals/Caps/Body of the bottles/vials/jars shall not have any identity mark of the supplier. If such identification is found the supplier shall be penalized with 1% on the value of corresponding quantity.

## **9. LOGO GRAM:**

Submission of bid for the supply of drugs shall be considered as the consent of bidder that the supply will be prepared and packed with the logogram printed on the Primary, Secondary and Tertiary Packing material, as per the design enclosed:

### **DESIGNS FOR LOGORAMS**



The words "**Uttar Pradesh Govt. Supplies - Not for sale**" shall also be overprinted on primary, secondary & tertiary packing material which will distinguish from the normal trade packing. It must be ensured.

In case of imported drugs stamping of the words "**Uttar Pradesh Govt. Supplies - Not for sale**" on secondary and tertiary pack shall be sufficient.

## 10. DELIVERY AND DOCUMENTS

Before and upon delivery of the drugs, the Supplier shall notify the Purchaser and deliver the following documents to the Purchaser:

- i Two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the Company's/firm's stamp/seal;
- ii More than one drug shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice. Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.
- iii Two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser as **UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED** [ enter correct name of Purchaser for GST purposes] and delivery through to final destination as stated in the Contract;
- iv Three copies of the packing list identifying contents of each package;
- v Certificate of analysis of the batches of drug delivered.
- vi One copy of Invoice should be submitted at head office of UPMSCCL and two copies of invoice at warehouse with goods.

## 11. QUALITY ASSURANCE

- i Sample of all batches of all drug received through UPMSCCL central procurement shall be subjected to physical verification for tender conditions, statutory compliance & confirmatory quality testing by the empanelled Drug Testing Laboratory/Govt. Analyst Laboratory for confirmation of quality. Drug shall be deemed finally accepted & eligible for payment when batch is declared as of standard quality based on reports of empanelled lab/Govt. Analyst laboratory.
- ii If a sample of a batch is declared as not of standard quality, another portion of retained sample received from the warehouse(s) shall be sent to another two empanelled laboratories for confirmation of results. If the sample is declared not of standard quality by any one of the two laboratories, then batch shall be concluded to be not of standard quality (NSQ). In case there is only one or two empanelled laboratory(ies) and the drug is declared NSQ by first lab, the confirmatory test shall be done at Govt. Analyst laboratory. The opinion of Govt. analyst shall be considered as final in latter cases.
- iii Quantity corresponding to NSQ batch shall be deemed as non-supply and flat 20 % penalty shall be levied on the value of corresponding quantity.
- iv In case a batch is declared NSQ, the supplier has to take back the corresponding quantity supplied by its own arrangement within 30 days of intimation. Beyond 30 days, 0.2% demurrage charge shall be levied on the value of corresponding quantity remaining un-lifted.



- v In case the supplier does not take the stock of NSQ drugs back within 90 days of intimation, then UPMSCCL shall be at liberty to destroy the quantity lying at its warehouses. Supplier shall be liable to pay the expenses incurred for such destruction in addition to the demurrage charges applicable.
- vi Unless the firm is liable for blacklisting on grounds of NSQ supply, a replacement order for supplying fresh stocks against the NSQ quantity may be issued.
- vii A total amount of 1.5 % on base value (excluding GST) of drugs received shall be deducted from payment to be made to the supplier as Testing & Handling charge.
- viii The decision of the Tender Inviting Authority or any officer authorized by him as to the quality of the supplied items shall be final and binding.

## **12. PENALTY CLAUSE**

### **i. Liquidated Damage:**

Supplies may be accepted upto 30 days beyond the stipulated delivery period with penalty for delayed supply (liquidated damage) of 0.2 % per day on value of goods supplied with delay. Beyond 30 days of scheduled supply period, the purchase order shall stand cancelled and penalty of flat 20 % shall be levied on value of unexecuted portion. Quantity corresponding to NSQ batch shall be deemed as non-supply and flat 20 % penalty shall be levied on the value of corresponding quantity.

### **ii. Risk Purchase:**

In case of NSQ (Not of standard Quality) supply or failure of execution of purchase order within stipulated delivery period, UPMSCCL shall be at liberty to make alternative purchase of items for which purchase orders have been placed from open market or from any other bidder who might have quoted higher rates, at the risk and cost of the supplier and in such cases UPMSCCL shall have every right to recover the differential cost in addition to other penalties as specified in tender document.

### **iii. LOGO & Packing:**

Non Compliance to Logo and packing requirements mentioned in tender will be penalized up to 3%. (For primary packing 1%, secondary packing 1% and damaged packing 1%). Drug with MRP printed will not be received. Penalty under this clause will not be levied if PO value is below Rs.2 lacs. For presence of brand name in any of the packing, additional amount of 2% of the value of corresponding quantity shall be levied as penalty.

### **iv. Demurrage & Destruction Charges**

In case a batch is declared NSQ, the supplier has to take back the corresponding quantity supplied by its own arrangement within 30 days of intimation. Beyond 30 days, 0.2%

demurrage charge shall be levied on the value of corresponding quantity remaining un-lifted. In case the supplier does not take the stock of NSQ drugs back with-in 90 days of intimation, then UPMSCS shall be at liberty to destroy the quantity lying at its warehouses. Supplier shall be liable to pay the expenses incurred for such destruction in addition to the demurrage charges applicable.

### 13. DEBARRING & BLACKLISTING

- i. If two batches of any drug supplied by a Company/firm is found not of standard quality, then the Supplier Company/firm shall be **blacklisted** for that particular drug for a period of **three years**.
- ii. If the Supplier fails to execute at least 70% of the order quantity for any particular drug for more than two purchase orders, then the Supplier shall be debarred for supply of that particular drug for a period of two years.
- iii. If a Supplier is blacklisted for more than two drugs for quality issues, then the Supplier shall be debarred as whole for a period of three years.
- iv. The bidder/Supplier who have submitted forged documents in tender or in correspondence to any subsequent communication from UPMSCS shall be declared ineligible to participate in the tenders for a period of 5 years.
- v. The Supplier shall be blacklisted for a period of 3 years if any of the drugs supplied is declared spurious or adulterated by the regulatory authority.
- vi. The Supplier shall be blacklisted for 3 years if proved to have manipulated expiry date of the drugs.
- vii. Goods against orders placed prior to blacklisting/debarring any Supplier shall be received as per normal protocol.

### 14. PAYMENT TERMS

Payment shall be made purchase order wise. Payment against any purchase order shall be made to the Supplier within 45 days of completion of supply based on quality clearance status. The payment shall be made through RTGS only. A statement of payment with details of all deductions shall be furnished to the concerned Suppliers for their reference. In case of partial supply (Supply below 90 % of the order quantity) payment process shall be initiated after completion of 120 days from purchase order.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods, document delivered and upon fulfillment of other obligations stipulated in the Contract.

Payment for goods shall be made in Indian Rupees as follows:

- a) No advance payment is payable.

- b) The payment will only be made after receipt of Certificate of Analysis from the empanelled labs.
- c) Payment shall be made considering penalties if any and deducting the Testing & Handling charge of 1.5 % of the base value (excluding GST) of drugs received.
- d) Payment will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System) / Core Banking.

## **15. PRICES**

- i. DPCO notifications regarding price ceiling has to be adhered by the supplier. If contract price/rate of any drug is higher than the DPCO price, then it has to be revised as per ceiling limit. It would be mandatory for the supplier to execute the supplies in such revised price & penal action shall be taken for non-compliance.
- ii. Prices charged by the Supplier for goods delivered under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- iii. In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- iv. Prices once fixed will remain valid during the schedule delivery period. Increase of Taxes and other statutory duties will not affect the price during this period.
- v. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the Supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the Supplier.
- vi. In case of any enhancement in GST by notification of the Government after the date of submission of bids and during the tender period, the quantum of additional GST so levied will be allowed to be charged. For claiming the additional cost on account of the increase in GST, the supplier shall produce proof of payment of additional GST on the drugs supplied to Tender Inviting Authority. If the documentary evidence for increase in GST is produced, then the invoice amount with the enhanced rates of GST will be admitted, after due verification.
- vii. In case the supplier intends to supply the item under contract with UPMSCL to any other organization at a price/rate lower than the contract rate with UPMSCL then the same would be intimated promptly and contract rate would be revised accordingly.

## **16. CHANGE IN ORDERS**

- i. The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the contract in any one or more of the following:
  - (a) the method of transportation or packing;
  - (b) the place of delivery; or
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery

schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## 17. FORCE MAJEURE

- i. For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder/supplier and not involving the successful bidder's/supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. **Scarcity of raw materials and power cut shall not be considered as force majeure.**
- ii. The successful bidder/Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such a condition and the cause thereof with satisfactory documentary proof, within twenty-one (21) days of occurrence of such event. The time for making supply may be extended by the Tender Inviting Authority /Purchaser at its discretion for such period as may be considered reasonable. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case Force Majeure event the Tender Inviting Authority / Purchaser is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/Purchaser will notify the successful bidder/Supplier accordingly.

## 18. TERMINATION FOR DEFAULT

- (a) The Tender Inviting Authority / **Purchaser** may, without prejudice to any contractual rights and remedies available to it (the Tender Inviting Authority/Purchaser), may by written notice of default sent to the successful bidder/ Supplier terminate the contract in whole or in part, if the successful bidder/ Supplier fails to delivers any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract;
  - (i) if the Supplier fails to perform any other obligation(s) under the Contract; or

- (ii) if the Supplier, in the judgment of the **Tender inviting Authority/Purchaser**, has engaged in fraud and corruption, as defined in clause 25, in competing for or in executing the contract.
- (b) In the event the **Tender Inviting Authority/Purchaser** terminates the Contract in whole or in part, pursuant to tender Clause, the **Tender Inviting Authority/Purchaser** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the **Tender Inviting Authority/Purchaser** for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- (c) The contract shall be liable for termination for any breach of contract at the discretion of Tender Inviting Authority/Purchaser.

## **19. TERMINATION FOR INSOLVENCY**

The Tender inviting Authority/Purchaser may at any time terminate the Contract in its entirety, if at any time, the successful bidder/ Supplier files for insolvency in any court or agency pursuant to statute or regulation of any state or country. Tender inviting Authority/Purchaser shall give written notice to the successful bidder/ Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or shall accrue thereafter to the Tender inviting Authority/Purchaser.

## **20. TERMINATION FOR CONVENIENCE**

- i. The Tender inviting Authority/ Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may opt:
  - a. To have any portion completed and delivered at the Contract terms and prices; and /or
  - b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## 21. RESOLUTION OF DISPUTES

- 1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/Purchaser and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either the Tender Inviting Authority/Purchaser or the successful bidder/Supplier may give notice to the other party of its intention to commence arbitration, as provided by the applicable arbitration procedure and shall be as per the Arbitration and Conciliation Act, 1996.
3. In the case of a dispute or difference arising between the Tender Inviting Authority/Purchaser and a bidder/Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole arbitrator as mutually decided by the parties. The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and Conclusive.
4. **Seat of Arbitration:** The seat of arbitration shall be at Lucknow, Uttar Pradesh, India. Courts of Lucknow shall have exclusive jurisdiction.
5. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.

## 22. GOVERNING LANGUAGE

The contract shall be written in English language. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## 23. TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the **Purchaser**.

## 24. NOTICES

For the purpose of all notices, the following shall be the address of the **Purchaser**.

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**  
**(A Government of Uttar Pradesh Undertaking)**

Regd. Office: **SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010**  
Tel. No.- **0522-2060098/99**

## 25. FRAUDULENT AND CORRUPT PRACTICES

It is required that all concerned namely the bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this

policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “**Corrupt practice**” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “**Fraudulent practice**” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; shall also include misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority/Purchaser, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority/Supplier of the benefits of free and open competition. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality / conviction under Drugs and Cosmetics Act/submission of fake/forged document shall be deemed as fraudulent practices. Making false/incorrect statement shall also be treated as fraudulent practice.
- (iii) “**Collusive practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (iv) “**Coercive practice**” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “**Obstructive practice**” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (vi) No bidder shall contact the Tender Inviting Authority/Purchaser or any of its officers or any officers of the Government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority/Purchaser or any person associated with UPMSCL. Any such effort by a bidder to influence the Tender Inviting Authority/Purchaser/ factory inspection team/ sample evaluation committee/ bid comparison or contract award decisions may result in rejection of the bid; or

If the Purchaser determines at any point of time that the Bidder/Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may reject the bid submitted by the bidder or terminate the contract of supplier.

## **26. RATE CONTRACT**

This is a „Rate Contract“ Tender. The bidders are expected to quote their best rates. The rates quoted by the bidder shall remain valid for two years from the date of signing of contract and can be extended for a further period of up-to six months with mutual consent of Purchaser & Supplier. The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirement. Purchase orders would be periodic quantity as per UPMSCL’s internal protocol with multiple consignees. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional/district level) & the same would be mentioned in the purchase order.

## **27. SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority/Purchaser or any person under UPMSCL for anything that is done in good faith or intended to be done in pursuance of this tender.

## **28. FALL CLAUSE**

The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.



## ANNEXURES

<b>A. Schedule of requirement</b>	....	<b>31</b>
<b>B. Guidelines for e-Tender filing</b>	....	<b>32</b>

**ANNEXURE – A****Schedule of Requirement**

S. NO.	Drug Code	Item Name with Description	Estimated Annual Quantity
1.	ME01	Adapalene Gel 0.1% 15 gm	26000
2.	ME02	All. Hyd. Gel. 300 Mg. Mag. Hyd. 300 Mg. + Simethicon 25 Mg./5ML Susp.	310000
3.	ME03	Alluminium Hydroxide Gel Syp.	240000
4.	ME04	Ammonium Chloride + Chlorpheniramine + Dextromethorphan Syp.	300000
5.	ME05	Ammonium Hydroxide 0.291 gm + Oxytacaine 10 mg + Magnesium Hydroxide 98 mg Syp.	160000
6.	ME06	Amorolfine HCL 0.25% Cream	42000
7.	ME07	Amoxicilline 125 mg + Clavulanic Acid 25 mg Syp.	170000
8.	ME08	Amoxicilline 250 mg + Clavulanic Acid 50 mg Syp.	250000
9.	ME09	Amoxicilline 500 Mg. Capsule	3018000
10.	ME10	Amoxyclav Drop	55000
11.	ME11	Ampicilline 500 mg Capsule	850000
12.	ME12	Artemether 40 mg Capsule	45000
13.	ME13	Azelastin + Fluticasone Nassal Spray	47000
14.	ME14	Baclomethasone + Dipropionate + Lignocaine HCl + Phenylepherine HCl(0.05%+2.5%+0.1%) Oint.	62000
15.	ME15	Beclomethasone Dipropionate 0.05% + Fusidic Acid 2% Cream	40000
16.	ME16	Bromofenac 0.075% E/D	64000
17.	ME17	Bromofenac 0.075%+ Moxifloxacin 0.5 % E/D	50000
18.	ME18	Capsule Clindamycin 300 mg	1436000
19.	ME19	Capsule Tamsulosin 0.4mg	530000
20.	ME20	Capsule Tamsulosin 0.4mg+Dutesteride 0.5 mg	470000
21.	ME21	Capsule Vitamin E 200 Mg.	770000
22.	ME22	Cefadroxyl Dry Syp. 125mg/ 5ml 30 ml Syp.	50000
23.	ME23	Cefpodoxime Susp.	150000
24.	ME24	Cefuroxime dry syp.	73000
25.	ME25	Cholecalciferol 60 K Satchet	800000
26.	ME26	Cholecalciferol 60 k Soft Gelatin Capsule	1790000
27.	ME27	Cholecalciferol Drop.	130000
28.	ME28	Cholecalciferol Syp.	44000
29.	ME29	Clindamycin 600 mg Capsule	530000
30.	ME30	Clindamycin Gel	160000
31.	ME31	Clobetasole Propionate 0.05% + Gentamycin 0.1 %+Miconazole 2% Cream	140000
32.	ME32	Clobetasole Propionate 0.05% + Salicylic Acid Oint.	110000
33.	ME33	Clobetasole Propionate 0.05% Oint.	99000
34.	ME34	Clotrimazole Mouth Paint	63000
35.	ME35	Clotrimazole Oint. 15 gm.	320000
36.	ME36	Codeine + Chlorpheniramine 100 ml Syp.	200000
37.	ME37	Cough Ambroxol+ Guafensin + Terbutaline Syp.	720000
38.	ME38	Cyclosporine 50 mg Capsule	32000
39.	ME39	Cyclosporine 50 mg Capsule	32000
40.	ME40	Cyprohepatidine Syp.	210000
41.	ME41	Dextrabiprazole 10 mg + Domperidone 30 mg SR Capsule	470000
42.	ME42	Diclofenac Gel 30 Gms.+Linseed oil+ Menthol+ Methyl Salicylate 30 gm	1404000
43.	ME43	Esomeprazole 20 mg+ Domperidone 30 mg SR Capsule	3043000
44.	ME44	Factor VIII 250 IU	33000
45.	ME45	Fliticasone Propionate 250 Mcg Nasal Spray	30000
46.	ME46	Fluticasone 2 mg Resp.	79000
47.	ME47	Fluticasone Nassal Spray	64000
48.	ME48	Fluticasone Propionate + Formeterol Fumerate 250 md Inhaler	70000

S. NO.	Drug Code	Item Name with Description	Estimated Annual Quantity
49.	ME49	Formeterol 6.0 mg + Budesonide 400 mg Rotacap	210000
50.	ME50	Formeterol Fumerate +Budesonide 200 MD Inhaler	130000
51.	ME51	Fusidic 2% 10 gm Cream	170000
52.	ME52	Gamma Benzene Hexa Chloride Lotion	270000
53.	ME53	Gentamicin + Betamethasone Cream	49000
54.	ME54	Glycerol 500 mg Syp.	26000
55.	ME55	HPMC Ocular Lubricant 5 gm E/O	34000
56.	ME56	Inj. 10% Dextran in 5% Dextros 500 ML.	120000
57.	ME57	Inj. Acetaminophen 325 mg + Tramadol 37.5 mg	530000
58.	ME58	Inj. Acyclovir 250 mg	33000
59.	ME59	Inj. Acyclovir 500 mg	27000
60.	ME60	Inj. Adrenaline Non preservative Epitrate	460000
61.	ME61	Inj. Amikacin 250 Mg.	180000
62.	ME62	Inj. Amino Acid 200 ml Infusion	55000
63.	ME63	Inj. Arteether 2ml . 0.75 mg/ml	31000
64.	ME64	Inj. Azithromycin 500 mg	76000
65.	ME65	Inj. B <sub>1</sub> B <sub>6</sub> B <sub>12</sub>	140000
66.	ME66	Inj. Benzathin Pen. 12 Lac IU	120000
67.	ME67	Inj. Buterphenol 1 ml	48000
68.	ME68	Inj. Cefoperazone 1 gm	150000
69.	ME69	Inj. Cefoperazone 1 gm + Sulbactum 500 mg	410000
70.	ME70	Inj. Cefoperazone 500 gm + Sulbactum 500 mg	120000
71.	ME71	Inj. Cefoperazone 500 mg	26000
72.	ME72	Inj. Ceftriaxone 1 Gm.+ Sulbactum 500 mg	470000
73.	ME73	Inj. Cefuroxime 1.5 gm	98000
74.	ME74	Inj. Chlorpromazine 2 ML.	34000
75.	ME75	Inj. Clarithromycin 500 mg	40000
76.	ME76	Inj. Clindamycin 300 mg	160000
77.	ME77	Inj. Clindamycin 600 mg	130000
78.	ME78	Inj. Colistimethate 2 MIU	40000
79.	ME79	Inj. Comp. Sod. Laclate 500 ML.	580000
80.	ME80	Inj. Diltiazem	67000
81.	ME81	Inj. Doxycycline 100mg	93000
82.	ME82	Inj. Drotaverin HCl 20 mg 2ml	210000
83.	ME83	Inj. Erythropoeitin 4000 IU	40000
84.	ME84	Inj. Fentanyl	86000
85.	ME85	Inj. Ferric carboxymaltose	32000
86.	ME86	Inj. Fluconazole 100 ML.	32000
87.	ME87	Inj. Fosphenytoin sod	59000
88.	ME88	Inj. Glycopyrolate+ Neostigmine	31000
89.	ME89	Inj. Haemocoagulace	40000
90.	ME90	Inj. Human Albumin 20% 100 ml	49000
91.	ME91	Inj. Imipenam 500 mg+ Cilastatin 500 mg	58000
92.	ME92	Inj. Iron Dextran 100 mg /2 ml	56000
93.	ME93	Inj. L- Ornithine-L- Aspartate	68000
94.	ME94	Inj. Levetiracetam 5 ml	50000
95.	ME95	Inj. Levofloxacin 100 ML.	320000
96.	ME96	Inj. Linezolid 600 mg/ 300 ml	200000
97.	ME97	Inj. Lorazepam	62000
98.	ME98	Inj. Manitol 100ml	410000
99.	ME99	Inj. Mannitol 20% + Glycerine 20 gm/100ml 250 ml	41000
100.	ME100	Inj. Mephentermine 1 ML.	26000
101.	ME101	Inj. Metoprolol 2ml.	36000
102.	ME102	Inj. Ofloxacin 100 ML.	220000

S. NO.	Drug Code	Item Name with Description	Estimated Annual Quantity
103.	ME103	Inj. Pantoprazole 40 Mg.	1349000
104.	ME104	Inj. Pot. Chloride 10 ML.	190000
105.	ME105	Inj. Sod. Valporate	110000
106.	ME106	Inj. Teicoplanin 400 Mg.	39000
107.	ME107	Inj. Tigecycline 50 mg	26000
108.	ME108	Inj. Tranexamic Acid 500 mg./5 ML	480000
109.	ME109	Inj. Vacuronium 20 Mg.	32000
110.	ME110	Inj. Valethamate Bromide	40000
111.	ME111	Inj. Vancomycin 500 Mg.	73000
112.	ME112	Iron 100 mg Syp.	110000
113.	ME113	Isotretinoin 20 mg Capsule	45000
114.	ME114	Ketoconazole Shampoo	37000
115.	ME115	Kojic Acid + Glycolic Acid Cream	41000
116.	ME116	Levocetirizine + Montelukast Syp.	190000
117.	ME117	Levosalbutamol + Ipratropium Bromide Resp.	270000
118.	ME118	Levosalbutamol Resp.	83000
119.	ME119	Liquid Peraffin+ Magnesium Hydroxide+ Sod. Picosulphate Syp.	79000
120.	ME120	Luliconazole Cream	190000
121.	ME121	Micronised Progesterone soft gelatin 200 mg Capsule	220000
122.	ME122	Mometasone Furoate + Fusidic Acid Cream	150000
123.	ME123	Mometasone Furoate Cream	160000
124.	ME124	Moxifloxacin 5mg+ Dexametason 1mg Preservative Free E/D	48000
125.	ME125	Moxifloxacin E/D	190000
126.	ME126	Moxifloxacin with Dexamethson E/D	54000
127.	ME127	Mupirocin 2% Oint.	94000
128.	ME128	N Acetyl Cysteine Resp.	52000
129.	ME129	Neosporin-h Oint.	68000
130.	ME130	Nepafenac 0.1% E/D	46000
131.	ME131	Nephozoline 0.1%+ Chlorpheniramine 0.01%+ Hydroxypropyl methyl cellulose 0.25% E/D	71000
132.	ME132	Ofloxacin+ Clotrimazole+ Dexamethasone Ear Drop	57000
133.	ME133	Oint Metronidazole + Povidone Iodine	130000
134.	ME134	Oint. Clotrimazole + Beclomethasone + Neomycin Oint.	85000
135.	ME135	Omeprazole 20 mg+ Domperidone 30 mg SR Capsule	6101000
136.	ME136	Oxymetazoline Nasal Drop	55000
137.	ME137	oxymetazoline Nasal spray	28000
138.	ME138	Pantoprazole 40 mg + Domperidone 30 mg SR Capsule	9134000
139.	ME139	Paracetamol Suppository 80 mg	42000
140.	ME140	Phenytoin Sodium Syp.	29000
141.	ME141	Pot. Chloride 100 ml Syp.	34000
142.	ME142	Povidone Iodine Pessary	29000
143.	ME143	Povidone Iodine Scrub 10%	68000
144.	ME144	Powder Povidone Iodine 5% w/w	36000
145.	ME145	Prednisolone Acitrate E/D	40000
146.	ME146	Salbutamol 25mg+ Fluticasone 250 mg Rotacap	180000
147.	ME147	Salbutamol Syp.	57000
148.	ME148	Salicylic Acid 3%w/w +Betamethasone 0.64%w/w 10 gm Oint.	31000
149.	ME149	Salmbutamol 25 mg + Fluticasone 250 mg Inhaler	58000
150.	ME150	Sodium Chloride 0.9% w/v Nasal Drop	96000
151.	ME151	Spores of Poly antibiotic Resistant Bacillus Clausi II , 2 Billion Spores Capsule	1421000
152.	ME152	Sprit (R)	67000
153.	ME153	Sucralfate +Oxetacaine 200 ml Susp.	150000
154.	ME154	Sumag Oint.	76000
155.	ME155	Tab. All Hyd. 300 Mg. + Mag. Hyd. 300 Mg + Simethicon 25 MG. 10's per strip	2650000

S. NO.	Drug Code	Item Name with Description	Estimated Annual Quantity
156.	ME156	Tab. Gefitinib 250 mg 10's per strip	84000
157.	ME157	Tab. Acebrophylline 100 mg, 10's per strip	760000
158.	ME158	Tab. Aceclofenac 100 mg + Paracetamol 325 mg, 10's per strip	3048000
159.	ME159	Tab. Aceclofenac 100 mg + serratiopeptidase 15 mg + Paracetamol 325 mg, 10's per strip	3547000
160.	ME160	Tab. Alprazolam 0.25 mg + Propranolol 20 mg, 10's per strip	120000
161.	ME161	Tab. Amiodarone 200 mg, 10's per strip	87000
162.	ME162	Tab. Amisulpride 100 mg, 10's per strip	120000
163.	ME163	Tab. Amitryptaline 10 Mg, 10's per strip	440000
164.	ME164	Tab. Amitryptaline 12.5 Mg.+ Chloridiazepo. 5 Mg. , 10's per strip	140000
165.	ME165	Tab. Amitryptaline 25 Mg, 10's per strip	360000
166.	ME166	Tab. Amlodipine 5 Mg. + Atenolol 50 mg, 10's per strip	340000
167.	ME167	Tab. Amoxycillin 125 Mg. + Cloxacilline 125 mg, 10's per strip	730000
168.	ME168	Tab. Amytryptilline 50 mg, 10's per strip	190000
169.	ME169	Tab. Aripiprazole 10 mg, 10's per strip	57000
170.	ME170	Tab. Aripiprazole 5 mg, 10's per strip	45000
171.	ME171	Tab. Artemether 150 Mg. , 10's per strip	130000
172.	ME172	Tab. Artemether 40 mg + Lumifantrine 240 mg, 10's per strip	110000
173.	ME173	Tab. Artesunate 200 mg + Sulphadoxin 500 mg + Pyrimethamine 25 mg, 10's per strip	46000
174.	ME174	Tab. Atorvastatin 10 mg + Aspirin 75 mg, 10's per strip	430000
175.	ME175	Tab. Azathioprine 50 mg, 10's per strip	70000
176.	ME176	Tab. Baclofen 10 mg, 10's per strip	38000
177.	ME177	Tab. Baclofen 20 mg, 10's per strip	47000
178.	ME178	Tab. Betahistine 24 mg md, 10's per strip	80000
179.	ME179	Tab. Biotin 10 mg, 10's per strip	560000
180.	ME180	Tab. Cal Carbonate + D3 500 Mg, 10's per strip.	9090000
181.	ME181	Tab. Calcium pantothenate 500 mg, 10's per strip	350000
182.	ME182	Tab. Capecitabine 500mg, 10's per strip	57000
183.	ME183	Tab. Carvedilol 3.125, 10's per strip	140000
184.	ME184	Tab. Carvedilol 6.25 mg, 10's per strip	58000
185.	ME185	Tab. Casvedilol 3.125 Mg. , 10's per strip	99000
186.	ME186	Tab. Cefadroxil 250 mg, 10's per strip	96000
187.	ME187	Tab. Cefpodoxime 100 mg, 10's per strip	150000
188.	ME188	Tab. Cefpodoxime 200 mg, 10's per strip	660000
189.	ME189	Tab. Cefuroxime 250 mg , 10's per strip	540000
190.	ME190	Tab. Cefuroxime 250 mg + Clavulanic Acid 62.5 mg, 10's per strip	300000
191.	ME191	Tab. Cefuroxime Oxalate 500 Mg. , 10's per strip	1060000
192.	ME192	Tab. Cephalaxin 250 mg, 10's per strip	96000
193.	ME193	Tab. Cetrizine DI. HCl 10 Mg. , 10's per strip	8166000
194.	ME194	Tab. Chymotrypsin + Trypsin, 10's per strip	740000
195.	ME195	Tab. Clomipiramine 50 mg, 10's per strip	38000
196.	ME196	Tab. Clopidogrel 75 Mg. + Asprin 75 mg, 10's per strip	210000
197.	ME197	Tab. Cyanacobalamine, 10's per strip	420000
198.	ME198	Tab. Dabigatran Etxilate 110 mg, 10's per strip	26000
199.	ME199	Tab. Dabigatran Etxilate 150 mg, 10's per strip	26000
200.	ME200	Tab. Dapagliflozin 5 mg, 10's per strip	38000
201.	ME201	Tab. Deflazacort 12 mg, 10's per strip	650000
202.	ME202	Tab. Desloratadine 5 mg DT, 10's per strip	150000
203.	ME203	Tab. Desvenlafaxine Succinate 25 mg	30000
204.	ME204	Tab. Diazepam 5 Mg. , 10's per strip	37000
205.	ME205	Tab. Diclofenac Sod. 50 Mg. , 10's per strip	7535000
206.	ME206	Tab. Diclofenac Sod. 50 Mg.+ Paracetamol 325mg, 10's per strip	5911000
207.	ME207	Tab. Dicyclomine 20 + Mefanamic Acid 250 mg, 10's per strip	670000

S. NO.	Drug Code	Item Name with Description	Estimated Annual Quantity
208.	ME208	Tab. Dicyclomine 20 Mg. + Paracetamol 500 Mg. , 10's per strip	610000
209.	ME209	Tab. Divalproex Prolong Release, 10's per strip	280000
210.	ME210	Tab. Donepezil Hydrochloride 5mg, 10's per strip	90000
211.	ME211	Tab. Dothiepin 25 Mg. , 10's per strip	71000
212.	ME212	Tab. Doxophylline 400 mg, 10's per strip	1692000
213.	ME213	Tab. Drotavarine 40 mg, 10's per strip	550000
214.	ME214	Tab. Drotaverin HCl 80 mg, , 10's per strip	380000
215.	ME215	Tab. Dutesteride 0.5 mg, 10's per strip	110000
216.	ME216	Tab. Entacavir 0.5 mg, 10's per strip	56000
217.	ME217	Tab. Erythromycin 250 mg, 10's per strip	150000
218.	ME218	Tab. Ethamsylate 250 Mg. + Trannexamic Acid 250 mg, 10's per strip	250000
219.	ME219	Tab. Ethinyloestradiol 0.03 mg + Levonoegesterol 0.15 mg , 10's per strip	56000
220.	ME220	Tab. Etizolam 0.5 mg, 10's per strip	320000
221.	ME221	Tab. Etophylline + Theophylline 300 mg Retard, 10's per strip	1133000
222.	ME222	Tab. Febuxostate 40 Mg, 10's per strip	330000
223.	ME223	Tab. Fenofibrate 140 mg, 10's per strip	26000
224.	ME224	Tab. Feropenum 200 mg , 10's per strip	210000
225.	ME225	Tab. Ferrous Ascorbate, 10's per strip	1580000
226.	ME226	Tab. Ferrous sulphate+folic acid+b12, 10's per strip	834000
227.	ME227	Tab. Fexofenidine 120 Mg. , 10's per strip	580000
228.	ME228	Tab. Fexofenidine 180 Mg. , 10's per strip	290000
229.	ME229	Tab. Finesteride 5mg, 10's per strip	87000
230.	ME230	Tab. Fluvoxamine 100 mg, 10's per strip	78000
231.	ME231	Tab. Frusemide 20 Mg. + Spironolactone 50 Mg. , 10's per strip	490000
232.	ME232	Tab. Gardinal , 10's per strip	230000
233.	ME233	Tab. Glibenclamide 5mg +Metformin 500 mg, 10's per strip	40000
234.	ME234	Tab. Gliclazide 80 Mg + Metformin 500 Mg. SR, 10's per strip	560000
235.	ME235	Tab. Glimepride 1 Mg + Metformin 500 Mg SR, 10's per strip	837000
236.	ME236	Tab. Glimepride 2 Mg + Metformin 500 Mg SR, 10's per strip	730000
237.	ME237	Tab. Glucosamine 1500 mg, 10's per strip	460000
238.	ME238	Tab. Glyciryl Trinitrate , 10's per strip	160000
239.	ME239	Tab. Granisetron 1mg , 10's per strip	40000
240.	ME240	Tab. Granisetron 3mg, 10's per strip	
241.	ME241	Tab. Hydroxychloroquine 200 mg, 10's per strip	400000
242.	ME242	Tab. Hydroxyzine HCl 25 mg, 10's per strip	320000
243.	ME243	Tab. Hyoscine Butyl Bromide 500 mg, 10's per strip	88000
244.	ME244	Tab. Ibuprofen 400 mg + Paracetamol 325 mg, 10's per strip	3376000
245.	ME245	Tab. Imatinib 400 mg, 10's per strip	81000
246.	ME246	Tab. Lamotrigine 25 Mg. , 10's per strip	29000
247.	ME247	Tab. Letrozole 2.5 mg, 10's per strip	29000
248.	ME248	Tab. Levetiracetam 500 mg, 10's per strip	310000
249.	ME249	Tab. Levocetirizine 5 Mg+ Montelukast 10 mg, 10's per strip	2357000
250.	ME250	Tab. Linezolid 600 mg, 10's per strip	730000
251.	ME251	Tab. Lithium Carb. 300 Mg. , 10's per strip	91000
252.	ME252	Tab. Lorazepam 1mg, 10's per strip	140000
253.	ME253	Tab. Losartan 50 Mg. + Hydrochlorthizide 12.5 mg, 10's per strip	390000
254.	ME254	Tab. Methotraxate 5mg, 10's per strip	29000
255.	ME255	Tab. Methotraxate 7.5mg, 10's per strip	52000
256.	ME256	Tab. Methyl Ergometrin 0.125 Mg. , 10's per strip	65000
257.	ME257	Tab. Methyldopa 250 Mg. , 10's per strip	170000
258.	ME258	Tab. Metoclopramide 10 Mg. , 10's per strip	210000
259.	ME259	Tab. Mirtazapine 15 mg, 10's per strip	47000
260.	ME260	Tab. Moxifloxacin 400 mg. , 10's per strip	360000
261.	ME261	Tab. Multivitamin+ Aminoacid+ Zinc	2119000

S. NO.	Drug Code	Item Name with Description	Estimated Annual Quantity
262.	ME262	Tab. Naproxen 250 mg, 10's per strip	110000
263.	ME263	Tab. Nicorandil 5 mg, 10's per strip	240000
264.	ME264	Tab. Nimesulide 100 mg. , 10's per strip	510000
265.	ME265	Tab. Nitrazepam 10 Mg. , 10's per strip	79000
266.	ME266	Tab. Ofloxacin 200 mg+ Ornidazole 500 mg, 10's per strip	1615000
267.	ME267	Tab. Olmisartan 40 mg, 10's per strip	550000
268.	ME268	Tab. Olmisartan 40 mg + Amlodipine 5 mg, 10's per strip	72000
269.	ME269	Tab. Olmisartan 40 mg + Amlodipine 5 mg + Hydrochlorthiazide 12.5 mg, 10's per strip	85000
270.	ME270	Tab. Oxcarbazepine 300 Mg. , 10's per strip	350000
271.	ME271	Tab. Oxcarbazepine 150 mg, 10's per strip	150000
272.	ME272	Tab. Pancreatin 170 mg, 10's per strip	170000
273.	ME273	Tab. Pantoprazole 40 mg , 10's per strip	6490000
274.	ME274	Tab. Pantoxyphylline 400 mg, 10's per strip	210000
275.	ME275	Tab. Paroxetine 25 mg, 10's per strip	140000
276.	ME276	Tab. Phenobarbiton 30 Mg. , 10's per strip	130000
277.	ME277	Tab. Phenytoin Sod. 100 Mg. , 10's per strip	1430000
278.	ME278	Tab. Phenytoin Sod. 50 Mg. , 10's per strip	200000
279.	ME279	Tab. Prazosin 2.5 Mg. , 10's per strip	30000
280.	ME280	Tab. Pregabalin 75mg, 10's per strip	350000
281.	ME281	Tab. Pregabalin 75mg+ Methylcobalamine 1500 mcg, 10's per strip	2931000
282.	ME282	Tab. Pyrazinamide 500 mg, 10's per strip	40000
283.	ME283	Tab. Pyridoxine 10 Mg. , 10's per strip	87000
284.	ME284	Tab. Rabiprazole Sod. 20 Mg. , 10's per strip	1583000
285.	ME285	Tab. Ranolazine 500 mg, 10's per strip	67000
286.	ME286	Tab. Rifampicin 150 mg, 10's per strip	41000
287.	ME287	Tab. Rifaximin 400 mg, 10's per strip	140000
288.	ME288	Tab. Rosuvastatin 10 mg, 10's per strip	490000
289.	ME289	Tab. Rosuvastatin 20 mg, 10's per strip	290000
290.	ME290	Tab. Rosuvastatin 20 mg + Aspirin 75 mg + Clopidogrel 75 mg, 10's per strip	140000
291.	ME291	Tab. Sitagliptin Phosphat 100 mg , 10's per strip	140000
292.	ME292	Tab. TamoxifenCitrate 20 Mg. , 10's per strip	48000
293.	ME293	Tab. Tamsulosin HCL 0.2mg, 10's per strip	78000
294.	ME294	Tab. Tamsulosin HCL 0.4mg, 10's per strip	340000
295.	ME295	Tab. Telmisartan 40 mg + Amlodipine 5 mg, 10's per strip	430000
296.	ME296	Tab. Telmisartan 40 mg + Hydrochlorthiazide 12.5 mg, 10's per strip	690000
297.	ME297	Tab. Telmisartan 40 mg + Hydrochlorthiazide 12.5 mg + Amlodipine 5 mg	360000
298.	ME298	Tab. Teneligliptin 20 mg, 10's per strip	320000
299.	ME299	Tab. Teneligliptin 20 mg + Metformin 500 Mg + Voglibose 0.2 mg, 10's per strip	390000
300.	ME300	Tab. Torsemide 10 mg, 10's per strip	380000
301.	ME301	Tab. Torsemide 10 mg +Spironolactone 25 mg, 10's per strip	210000
302.	ME302	Tab. Torsemide 20 mg, 10's per strip	310000
303.	ME303	Tab. Tramadol 500 mg + Paracetamol 325 mg, 10's per strip	2486000
304.	ME304	Tab. Trifluoperazine 5 Mg. + THP 2 Mg. , 10's per strip	45000
305.	ME305	Tab. Trimetazidine DHcl 20 Mg. , 10's per strip	550000
306.	ME306	Tab. Voglibose 0.2 mg, 10's per strip	180000
307.	ME307	Tab. Warfarin sodium 1 mg, 10's per strip	33000
308.	ME308	Tab. Warfarin sodium 2 mg, 10's per strip	33000
309.	ME309	Tab. Warfarin sodium 3 mg, 10's per strip	32000
310.	ME310	Tab. Warfarin sodium 4 mg, 10's per strip	32000
311.	ME311	Tab. Warfarin sodium 5 mg, 10's per strip	110000
312.	ME312	Tacrolimus 0.1% Oint.	32000
313.	ME313	Terbinafine Hydrochloride 1% w/w + Ofloxacin 0.75% w/w + Ornidazole 2% w/w + Clobetasol Propionate 0.05% w/w Cream	94000

S. NO.	Drug Code	Item Name with Description	Estimated Annual Quantity
314.	ME314	Timolol E/D	39000
315.	ME315	Tobramycin E/D	53000
316.	ME316	Zinc Syp.	1068000

**Note: - The quantity mentioned is indicative annual requirement & the rate contract is for two years. Actual quantity of procurement would vary from indicative quantity as per actual consumption.**



## **ANNEXURE - B**

### **PREPARATION & SUBMISSION OF e-BIDS**

#### **▪ Documents Constituting the e-Bid**

- The e-Bids prepared by the Bidder shall comprise the following components:
  - Technical bid
  - Financial bid / BOQ
  - The Bidder shall furnish, all the documents listed in tender documents as part of Technical bid, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the **PDF format**.
  - It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

#### **▪ Format and Signing of e-Bids**

- The Bidder shall prepare one electronic copy for the e-Bids.
- Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.

#### **▪ Submission of e-Bids**

- The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the UPMSCCL. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.
- The Bidders have to follow the following instructions for submission of their e-Bids:
- For participating in e-tender through the e-Bidding system, **it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>**. The Bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home

page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

- For successful registration of **DSC** on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India.

▪ **Deadline for Submission of e-Bids**

- E-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender portal document.
- The UPMSCL May extend this deadline for submission of e-Bids by amending the e-tender document in which case all rights and obligations of the UPMSCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- UPMSCL shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before last date and time mentioned on e-portal documents.

▪ **Late e-Bids**

- The server time indicated in the Bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

▪ **Withdrawal and Resubmission of e-Bids**

- At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-tender portal <http://etender.up.nic.in>. The Bidder should then select the proper option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

- The Bidder has to request the UPMSCL with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPMSCL, to return back the e-Bids Processing Fee as per the procedure.
- The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in> . The Bidder should then select proper option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided below.
- The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.
- No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

▪ **Receipt and Opening of e-Bids by the Purchaser**

- Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.
- Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by the Committee members in the office of UPMSCL, Lucknow.
- UPMSCL will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at schedule date, time and place mentioned in bid document. After evaluation of technical e-Bids, UPMSCL shall upload the summary of evaluation of technical bid of the bidders as per the Qualification Requirements for selection as qualified bidder and further qualified bidder will be considered for opening of their financial e-bids.

**Note: The Bidder shall be required to use his own Digital Signature while uploading its Bid. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of Bid.**

## **FORMATS**

- I. Information about bidder**
- II. Particulars of tender fee deposited**
- III. Particulars of EMD deposited**
- IV. Details of manufacturing units where the quoted drugs are to be manufactured**
- V. List of items for which bid is quoted**
- VI. Average Annual Turnover statement**
- VII. Declaration**
- VIII. Manufacturing/import experience of Quoted drugs**
- IX. List of Govt. organizations to which bidder is an existing supplier**
- X. Bank Details of the firm**
- XI. Letter of Authorization**
- XII. Sample BOQ**
- XIII. Checklist**
- XIV. Pre Contract integrity pact**
- XV. Sample Agreement**
- XVI. Bank Guarantee format for Performance Security.**
- XVII. Committed Quantity for UPMSCL**

## Format – I

### INFORMATION ABOUT BIDDER

1. Name of the bidding company/firm & CIN:
2. Type of company/firm: (Proprietorship/Partnership/Pvt. Ltd./Public Ltd./PSU etc.)
3. a. Whether the firm/company falls in SSI/MSME category: Yes/No  
b. If MSME, State in which it is registered as MSME:
4. A brief history of Inception and development:
5. Corporate address of Bidder:
6. Participating in tender as: Manufacturer/Importer/Both
7. Average annual turnover (Last 3 years) of the firm related to pharmaceuticals: \_\_\_\_\_  
(Based on Information submitted in Format – VI)
8. Approximate annual turnover in Govt. business:
9. Approximate annual turnover of domestic trade:
10. Approximate annual turnover of export:
11. No. of own manufacturing units in India:
12. No. of Manufacturing facilities abroad:
13. Have Own R & D/F & D: Yes / No. If Yes,
  - a. Location:
  - b. No. of Scientist engaged: \_\_\_\_\_
  - c. Approximate annual spent on R & D
14. Name, Designation & contact detail (including mobile/phone no.) of the authorized person for submitting bid and signing contract.
15. Name & Designation of the person authorizing:
16. Name and contact detail of Owner/Managing Director of the company:
17. E-mail address of Bidder for correspondence:  
(**Note:** All the correspondences related to this tender shall only be made on this e-mail)

## Format – II

### **PARTICULARS OF TENDER FEE DEPOSITED**

(To be submitted along with technical bid)

- i) Reference No. of Bid:
- ii) **Particulars of Tender fee: -**
  - a) RTGS/e- Transfer Reference No. \_\_\_\_\_
  - b) Date on which transfer made \_\_\_\_\_
  - c) Transferred Amount Rs. ----- only.
  - d) Name and address of Bank through which transfer made -----
  - e) Name and address of the bidder:
- iii) PAN No:  
(Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)
- iv) GST No:  
(Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

STAMP OF THE FIRM/BIDDER \_\_\_\_\_

**Format – III**

**PARTICULARS OF EMD DEPOSITED**

(To be submitted along with technical bid)

- i. Reference No. of Bid:
- ii. **Particulars of EMD submitted: -**
- iii. RTGS/e- Transfer Reference No. \_\_\_\_\_
- iv. Date on which transfer made \_\_\_\_\_
- v. Transferred Amount Rs. ----- only (Rupees.....only).
- vi. Name and address of Bank through which transfer made -----
- vii. Name and address of the bidder:
- viii. PAN No:
- ix. (Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)
- x. GST No:
- xi. (Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

STAMP OF THE FIRM/BIDDER \_\_\_\_\_

**Format – IV**

**Details of Manufacturing Unit where quoted drugs are to be manufactured**

Sl. no.	Address of the manufacturing unit	License number	Own premises/Loan license	Validity of GMP/WHO-GMP	Regulatory approvals of the premises	No. of Technical person engaged		
						QA	QC	Prod

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

STAMP OF THE FIRM/BIDDER \_\_\_\_\_



**Format – V**

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

Sl. No.	Drug Code	Drug name	License number	Validity of License	First Date of approval of product	Reference page no. document submitted	Standard Batch size	Shelf life	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 \_\_\_\_\_

**Format – VI**

**AVERAGE ANNUAL TURNOVER CERTIFICATE**

To  
Managing Director, UPMSCL Ltd.  
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,  
Lucknow, Uttar Pradesh-226010

We hereby certify that **M/s** \_\_\_\_\_ (the name of participant in the tender) who is participating the tender for Supply of Drugs, called by UPMSCL Ltd. Lucknow, vide Tender reference number.....has a Pharmaceutical manufacturing/Sales turnover given as below: -

Turnover in the year of 2017-2018.	RS.
Turnover in the year of 2018-2019.	RS.
Turnover in the year of 2019-2020.	RS.

The above information is correct and true.

Office seal:

Signature

Name of Proprietor / Partner/Authorized Signatory of bidder  
with firm's rubber stamp/seal

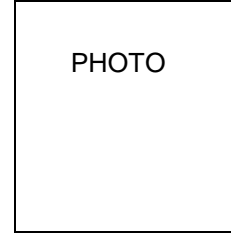
CERTIFIED BY CHARTERED ACCOUNTANT (CA)

Name of Chartered Accountant (In capital letter):

Regd. No. of Chartered Accountant: \_\_\_\_\_

NOTE: The turnover of other than participant will not be accepted. Audited balance sheet & profit & loss statement for last three years (Self attested & Certified by CA shall also be enclosed as proof of the claim) shall also be enclosed as proof of the claim). In case the audited balance sheet for 2019-2020 is not ready provisional balance sheet shall be acceptable.

**FORMAT - VII**  
**'Notarized on Rs. 100/- Non Judicial stamp paper'**  
**DECLARATION**



I,.....S/o.....  
R/o.....do  
solemnly affirm:

That my Firm/Company/Corporation/LLP is participating in tender no.....of MD, Uttar Pradesh Medical Supplies Corporation Ltd., Lucknow and I am executing this declaration for myself and on behalf of my Firm/Company/Corporation/LLP.

1. That my Firm/Company/Corporation/LLP and it's Proprietor or any of its Directors/Partners/Authorised signatories has not been convicted under the provisions of Drugs and Cosmetics Act and Rules there under, Drug (Prices Control) Order or any other law related to drugs by any Court of India. I shall inform the UPMSCL immediately, if there is any conviction from aforesaid any authority.
2. That my Firm/Company/Corporation/LLP is not under blacklisting/ debarring by any Tender Inviting Authority, UPMSCL for any reason or by Central Govt./any State Govt. or organizations/agencies there under on grounds of Drug Quality/Regulatory non compliance issues.
3. In case of exemption of my Firm/Company/Corporation/LLP from payment of Earnest Money Deposit by a Govt. order, I undertake to pay the said sum without any demur on receipt of demand issued by the Tender Inviting Authority.
4. That, the rates quoted are not higher than the rates quoted to other Government/Semi-Government/Autonomous/Public Sector Hospitals/ Institutions/ Organizations situated in India in the same financial year and also not higher than the prices notified by National Pharmaceutical Pricing Authority under Drug (price control) order. In case my firm/company/Corporation/LLP decides to sell the same drugs at lower prices, to Central Govt. or any State Government or their organizations/agencies, the same will be intimated to UPMSCL immediately and the contract shall be revised accordingly.
5. That the information given by me in this tender form is true and correct to the best of my knowledge and belief and I am aware of the 'Tender Inviting Authority's' right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklist my Firm/Company/Corporation/LLP, if any information furnished is proved false.
6. That I have read the terms and conditions of the tender and I and my firm/Company/Corporation/LLP agree to abide by these terms and conditions and other guidelines issued in this regard.

**DATE:**

**Signature:**

**Name:**

**Designation:**

**SEAL:**

**Note:** Letter of Authorization to sign the tender document/related papers/deeds are to be enclosed with this undertaking.

**FORMAT – VIII**

**MANUFACTURING/IMPORT EXPERIENCE DETAIL OF QUOTED DRUGS**

**Name of the Bidder/ Supplier:**

Sl. No	Drug code	Drug Name with strength	No of batches & quantity manufactured in year 20__	No of batches & quantity manufactured in the year 20__	No of batches & quantity manufactured in the year 20__
<b>1</b>					
Eg.	M-7	PARACETAMOL TABLET 500mg	3 batches (2.5 Crore tables)	4 batches (3 Crore tables)	10 batches (7 Crore tables)

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

CA No \_\_\_\_\_

NAME OF THE FIRM \_\_\_\_\_

STAMP OF THE FIRM \_\_\_\_\_

## FORMAT – IX

### LIST OF GOVT ORGANIZATIONS TO WHICH BIDDER IS AN EXISTING SUPPLIER

Sl. No	Organization Name	No. of Item under Contract	Whether blacklisted/Debarred for any drug. (If yes, Names of the item)
1			
2			
3			
4			
5			

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

STAMP OF THE FIRM/BIDDER \_\_\_\_\_

**FORMAT – X**

**BANK DETAILS OF THE BIDDER**

01	<b>Name of the Bank. Branch Name&amp; address. Branch Code No.  Branch Manager Mobile No.  Branch Telephone no.  Branch E-mail ID</b>	
02	<b>9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.</b>	
03	<b>IFSC code of the Branch</b>	
04	<b>Type of Account (Current / Savings).</b>	
05	<b>Account Number (as appear in cheque book)</b>	

(in lieu of the bank certificate to be obtained, please **attach the copy of original cancelled cheque** issued by 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 for reasons of incomplete or incorrect information, I shall not hold M/s. Uttar Pradesh Medical Supplies Corporation Ltd. (UPMSCL) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a bidder /successful bidder.

Date:

Company Seal

Signature

Place:

(Name of the person signing & designation)

-----

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address.

Signature of the authorized  
official of the bank.

**FORMAT- XI**

**Letter of Authorization**

**POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, We, \_\_\_\_\_(name of the firm/company/LLP and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr.\_\_\_\_\_/ Ms \_\_\_\_\_(Name), son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_,) as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental hereto submission of our bid for procurement of Drugs in Uttar Pradesh Medical Supplies Corporation Limited (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including but not limited to the Agreements and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the procurement of drugs. We hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 20\_\_.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

1.

2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title, all relevant Contact details and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*



**FORMAT – XII**

**SAMPLE BOQ AS VISIBLE IN e-TENDER PORTAL**

S.NO.	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT	BASIC PRICE PER UNIT	CGST	SGST	IGST	TOTAL AMOUNT WITHOUT TAXES	TOTAL AMOUNT WITH TAXES	TOTAL AMOUNT IN WORDS

## FORMAT – XIII

### CHECK LIST

The bidders are hereby instructed to upload the following documents as per the checklist and must mention the page numbers against each column of the checklist. The documents should be page numbered & arranged serially, self-attested, stamped by the authorized signatory and attested by public notary.

**Checklist sheet is mandatory to fill & the documents of technical bid should be arranged in accordance to checklist**

S. No.	Description of the document	Yes/No	Page no.	Remarks
1	Description of the bidder: Should include the information asked in <b>Format – I</b>			
2	Copy of e-Transfer Receipt for deposit of tender processing fee along with <b>Format – II</b>			
3	Copy of e-Transfer Receipt for deposit of EMD along with <b>Format - III</b> / Copy of exemption certificate.			
4	List of manufacturing premises at which quoted drugs are to be manufactured ( <b>Format – IV</b> )			
5	Copy of Valid GMP/WHO GMP & GLP certificates of manufacturing premises issued by Licensing Authority.			
6	Non- Conviction certificate issued by licensing authority (issued within 6 months prior to publication of the tender) for all premises.			
7	List of items for which bid is quoted (As per <b>Format – V</b> )			
8	Copy of the Manufacturing/import licenses with validity & drugs approval proof of all items quoted. (The items quoted should be highlighted & drug code shall be indicated).			
9	Market Standing Certificate/ Manufacturing and Marketing Certificate for the drugs quoted issued by Licensing Authority			
10	60 days' production capacity (Dosage form wise) for all premises certified by Licensing Authority ( <b>This requirement is not for importers quoting for imported drugs</b> ).			
11	Average annual turnover statement ( <b>Format – VI</b> ) along with audited balance sheet.			
12	Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per <b>Format – VII</b> )			

13	Manufacturing/Import experience (As per <b>Format - VIII</b> )			
14	List of Govt. organization to which bidder is an existing supplier (As per <b>Format – IX</b> )			
15	GST registration certificate.			
16	Affidavit of being a SSI/MSME unit of Uttar Pradesh (If applicable)			
17	Copy of firm's PAN card.			
18	Bank Details of the bidder. (As per <b>Format – X</b> )			
19	Letter of Authorization (As per <b>Format – XI</b> )			
20	Other documents for establishing eligibility of bidder			
21	Other document if asked by TIA			
22	Checklist as per <b>Format-XIII</b>			
23	Committed Quantity for UPMSCL (As per <b>Format – XVII</b> )			

**Note: BOQ/Price bid has to be uploaded in the specific template in tender portal and shall not be included as part of the technical bid. Integrity pact & Agreement are not required to be submitted as part of the bid as the same would be required to be furnished by qualified bidders to whom contracts shall be awarded.**

## **FORMAT – XIV**

### **INTEGRITY PACT**

(To be given on letter head of the Supplier/bidder, as the case may be, duly signed by the authority having legal power of attorney to bind the firm/company)

1. This Integrity pact is a fidelity agreement between the Supplier (which include all their employees, agents and consultants etc. who are registered/seek registration or awarded/seek Contract(s)/Rate Contract(s) (RCs) on one hand and **Uttar Pradesh Medical Supplies Corporation Ltd** (hereinafter called UPMSCCL) which includes all its employees/officials.

2. Under this Integrity Pact, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behavior maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of UPMSCCL shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favor of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, anti-competitive practices, collusion, which are not limited to, but also include the following:

- (a) **Collusive bidding:** Collusive bidding can take form of an agreement among tenderers to divide the market, set prices, or limit production. It can involve 'wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.
- (b) **Bid rotation:** In bid-rotation scheme conspiring tenderers continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.
- (c) **Cover Bidding:** Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.
- (d) **Bid suppression:** Bid-suppression schemes involve agreements among competitors in which one or more firms/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.

(e) **Market allocation:** Competitors carve up the market and agree not to compete for certain, customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm/company etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform UPMSCL if any such activity is on. The party further agrees that he will not give any favour, bribe, speed money and gifts directly or indirectly to any employees, officials etc. of UPMSCL and will not commit any offence in contravention of relevant IPC/Prevention of Corruption Act or any Indian law in force.

4. The party hereby agrees that while canvassing order, they will not provide any inducement of the indenter, whether directly or indirectly including cash and non cash both pre, during and post procurement action and inform the UPMSCL if any such event is unfolding for which UPMSCL on assessment of the issue will refer the matter to the concerned administrative authority.

5. In case of failure or default in terms of this Integrity Pact the UPMSCL will be subjected to actions prescribed under the applicable Law of the Land, including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- (a) Cancellation of Contract/Rate Contracts (RCs)
- (b) Forfeiture of all securities and performance Bank Guarantees
- (c) Refusal to grant any kind of contracts/RCs for further period of 3 (three) years
- (d) Suspension and/or banning the business dealings for period upto 3 (three) years
- (e) Any other administrative or penal actions as deemed fit.
- (f) Action under IPC/Prevention of Corruption Act and other relevant laws of the country.

6. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of UPMSCL forming integral part of all the affairs and transactions with and in relation to UPMSCL.

Signature on behalf of Supplier Firm/Company.....  
Name and designation/capacity of signatory.....  
Full address of the Supplier Firm/Company.....  
Seal and Stamp of the supplier Firm/Company.....  
Place: .....  
Date: .....

## **FORMAT – XV**

### **AGREEMENT**

THIS AGREEMENT 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. \_\_\_\_\_ hereinafter 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 AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 Agreement, 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 agreement 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 agreement shall deemed to be covered by this agreement 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 Agreement. 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.

### SCHEDULE

Sl. No	Drug Code	Name of the Drug	Strength	Unit Rate (Rs.)	Offered Quantity	Value (Rs.)
Total Value (Rs.)						

**IN WITNESS** whereof the parties hereto have caused this Agreement 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)



**FORMAT-XVI**

**Bank Guarantee Format for Performance Security**

To,  
The Managing Director,  
Uttar Pradesh Medical Supplies Corporation Ltd.  
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,  
Lucknow, Uttar Pradesh

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier")  
has undertaken, in pursuance of contract no..... dated ..... to supply  
(description of drugs) (herein after called "the contract").

AND WHEREAS it has been stipulated by UPMSCL in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;  
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between UPMSCL and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....  
.....

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

Name and designation of the officer  
.....

Seal, name and address of the Bank / Branch

## FORMAT-XVII

### Committed Quantity for UPMSCCL

S. No.	Item Code	Name of Drugs	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to UPMSCCL in nos.	Supply Commitment quantity during rate contract period (2 years)	Estimated Bid Quantity as per Annexure-A Schedule of requirement
1							
2							