Tender Ref. No. UPMSCL/Drugs-263/14 **Dated: 23rd July,2026**

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking)

Regd. Office: SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 Website: https://etender.up.nic.in,www.upmsc.in

Email: 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)

RATE CONTRACT
(Valid up to- 31.10.2026)

LAST DATE FOR ONLINE SUBMISSION OF TENDER: 07th August, 2026

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

e- TENDER SCHEDULE

TENDER REFERENCE	:	Ref.: UPMSCL/Drugs- 263/14 Dated: 23.07.2026
TENDER WEBSITE	:	**http:etender.up.nic.in**
DATE AND TIME OF UPLOADING TENDER	:	23rd July,2026 at 17:00 Hrs.
DATE AND TIME OF DOWNLOADING THE TENDER	:	23rd July,2026 at 17:30 Hrs.
LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER	:	07th August, 2026 UPTO 15:00 Hrs
PRE-BID MEETING	:	27th July, 2026,12:00 Hrs at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002
DATE AND TIME OF OPENING OF **TECHNICAL BID-COVER 'A'**	:	07th August, 2026 UPTO 15:30 Hrs at UPMSCL office, Lucknow
DATE AND TIME OF OPENING OF **FINANCIAL BID- COVER 'B'**(PRICE/ BOQ)	:	Date shall be declared on website www.etender.up.nic.in and www.upmsc.in
DATE OF COMPLETION OF EXAMINATION OF FINANCIAL BID (PRICE/BOQ)	:	Date shall be declared on website www.etender.up.nic.in and www.upmsc.in
VALIDITY OF TENDER	:	180 DAYS
OPENING OF TENDER	:	**Online on http://etender.up.nic.in**
ADDRESS FOR COMMUNICATION	:	**Uttar Pradesh Medical Supplies Corporation Ltd**., SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 (UP) India
TENDER PROCESSING FEES	:	Rs. 5900 /-(Rupees Five Thousand nine hundred only) INCLUSIVE OF GST (NON REFUNDABLE), through RTGS

MANAGING DIRECTOR, UPMSCL

Contents

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 23rd 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 equipment's 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-226002, (herein after 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. 5900/-**(Rupees Five thousand nine hundred only) Inclusive of GST (Non-Refundable) (e-transfer, RTGS/NEFT).
   Exemption may be given in accordance with UP State MSME Policy
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
11. Validity of BID: 180 Days
12. Validity of contract: **31/10/2026**

13. Address for communication : **Uttar Pradesh Medical Supplies Corporation Ltd.**

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

Email: 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.

EDL : Essential Drug List

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

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) with requisite Product Permission quoted as per specifications mentioned in the tender from 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. In case of an Importer, Importer should have 3 years market standing in the pharmaceutical field. And also, the importer should have due authorization for quoting drugs from the principal manufacturer along with relevant import licenses as per Drugs & Cosmetics Act 1940 and Rules 1945.

iv. Tenderer should have obtained permission to manufacture the drugs(s) quoted as per specification in the tender from the competent authority. The imported product(s) should have valid import license by the competent authority.

v. Minimum average Annual turnover in the last three completed financial years should be Rs. 20 Crores except for items which fall under topical/external preparations, for which minimum average Annual turnover in the last three completed financial years should be Rs. 05 Crores.

vi. Deleted

vii. 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.

(iii) If any company, firm, or loan licensee is found to have quoted any product by concealing or suppressing any material fact or information required to be disclosed under the aforementioned Clauses (i) and (ii), the concerned product quoted by such company, firm, or loan licensee may be blacklisted for a period of two (2) years, and the Earnest Money Deposit (EMD) submitted for the concerned item may be forfeited.

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/debarring/ banning/ restricting..

(ii)The Company/ Firm / loan licensee which has been blacklisted/debarring/ banning/ restricting 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.

(iii) **If any company, firm, or loan license if found to have submitted a bid by concealing or suppressing any material fact or information required to be disclosed under the aforementioned Clauses (i) and (ii), the firm may be blacklisted for a period of two(2) years, and the Earnest Money Deposit (EMD) submitted by the firm may be forfeited.**

During the validity of the tender and Contract if the firm / Company / loan licensee and/or quoted/awarded product is blacklisted/debarring/ banning/ restricting. 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 UPMSCL. 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.

viii. The Bidders(s) Quoting for this tender shall not have been convicted by any Court of Law in India in the any of the quoted Products(s) in the tender and bid should not be submitted for such products for which conviction was granted by any Court of Law for a period of three years from date of such orders(s).Note:

A. As the terms "blacklisted," "debarred, "banned" and "restricted" shall be considered synonymous and interchangeable.

B. Firms who have withdrawn/denied for agreement/supply after issuance of Letter of Intent/Purchase order in previous tenders floated by UPMSCL (last 2 years) may not be considered as eligible for participation for respective item(s).

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 though RTGS/NEFT from Nationalized or Scheduled Bank 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- Arjunganj, Lucknow, Uttar Pradesh

IFSC code: **SBIN0012732**

(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, UPMSCL 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 UPMSCL'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 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 and GLP/WHO-GMP certificates of manufacturing premises issued by Licensing Authority.
- Non- Conviction certificate issued by licensing authority for non conviction (**Either currently valid or 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 (**Product permission**) of all items quoted. (***The items quoted shall be highlighted & drug code shall be indicated***)
- Three years market standing certificate as manufacturer/importer issued by competent authority/state licensing authority for all the items quoted by the firm shall be submitted.
- 60 days/Annual production capacity of quoted item (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***
- Declaration for supply of diluents/solvent in FFS only as per ***Format XVIII.***
- Proforma for manufacturing and marketing certificate as per ***Format XIX.***
- Undertaking for replacement of unused / near expiry drug stock as per ***Format XX.***

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 (e-procurement) website. All documents shall be signed by the bidder and shall bear seal of the Company/firm.
- Original documents shall be scanned and uploaded. If photocopies of documents are scanned and uploaded while filling tender, then all photocopies of given below documents MUST BE NOTARIZED. Non-notarized photocopies will not be considered for further processing of tender.

Following given below tender documents must be notarized-

- Copy of Valid GMP and GLP/WHO-GMP certificate 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.
- 60 days/Annual production capacity of quoted item (Dosage form wise) for all premises certified by Licensing Authority.
- Copy of the Manufacturing licenses with validity & drugs approval proof (product permission) 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.
- Acceptance of all terms & conditions in all sections of tender document. (Declaration as per Format –VII)
- Affidavit of being a SSI/MSME unit of Uttar Pradesh (If applicable)
- Declaration for supply of diluents/solvent in FFS only as per ***Format XVIII.***
- Proforma for manufacturing and marketing certificate as per ***Format XIX.***
- Undertaking for replacement of unused / near expiry drug stock as per ***Format XX.***

<u>Requirements of Cover B:</u>

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/liter etc. and not as per the pack size.

The basic rate and rate with tax quoted on BOQ should be mentioned upto 4 decimal points.

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 non-conformities. 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 may be done 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 only; no separate email communication will be done for the same from UPMSCL. A window period of 48 Hours from date of publication of provisional list shall be given for submission of representations/clarifications, through e-mail only, by provisionally 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 basic price to the Purchaser that includes cost of drug, packaging, transportation and any other charges, excluding GST. 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 Empanelment:

MD, UPMSCL shall have the rights to call other eligible firms those are willing to match L-1rates. 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 **either through website (e-tender/UPMSCL) notification or by e- mail (indicated in bid submitted) or both,** that its bid has been accepted. The bidder shall give his acceptance within 7 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. CONTRACT

A written contract agreement shall be executed between UPMSCL & the Company/firm to whom contract is awarded. Apart from the contract with L-1 bidder & matched bidders, UPMSCL may also do contract with other bidders who are willing to supply drugs at their quoted prices. ***In the format of contract, no changes will be allowed.***

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 may be furnished in form of an Account Payee Demand Draft/FDR/Bank guarantee [Only e-PBG or physical PBG with an SFMS (Structured Financial Messaging System)] from a nationalized/ scheduled bank approved by RBI will be accepted on prescribed format (FORMAT-XVI).

In addition to the above, if an eligible bidder may deposit the PBG amount into the UPMSCL's bank account, the details are as follows:-.

S. No	Particular	Details
1	Name of Beneficiary	Uttar Pradesh Medical Supplies Corporation Limited
2	Name Of Bank	ICICI Bank Limited
3	Account Number	599801000163
4	IFSC Code	ICIC0005998

Ordinarily, performance security will be 5% of the contract value (Price excluding GST) as per the offered quantity. Performance security is to be furnished within 21 days from the issuance of LOI and it should remain valid for a period of **30 months**. If the bidder fails to submit the performance security within 21 days time then penalty of 5% of performance security value will be imposed. After completion of 21 days of date of issuance of LOI, 30 days extra will be given with 5% penalty (non-refundable) of PBG value to submit the Performance security. Failure to submit performance security after 51 days of LOI issuance date, the LOI may be cancelled by UPMSCL at discretion of TIA. This penalty shall be deducted from the EMD/subsequent payment of the supplier. Payments of the supplies will ONLY be made after confirmation of submitted performance security.

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 respects, 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 Since the tender is a “Rate Contract Tender” so, the quantities mentioned in ***Schedule of Requirement*** are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be issued as per UPMSCL’s internal protocol with multiple consignees for tentative tendered quantity or more on sole discretion of TIA, however, purchase order for minimum 15% of tendered quantity (applicable for EDL drugs only) will be issued by UPMSCL based on consumption pattern and requirement. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL

warehouses located at 18 Division/75 district level) & the same shall be mentioned in the purchase order.

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.

iii 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.

iv 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.

v Bidders are advised and required to go through **Annexure – B**, for guidance regarding online filling and submission of tender documents.

vi Price quoted in bid shall be valid up to 31/10/2026 from the date of award of contract.

vii 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.

viii *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*.

ix 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.

x The labelled 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 act1940.
- **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 confirm 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

Since the tender is a "Rate Contract Tender" so, the quantities mentioned in ***Schedule of Requirement*** are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be issued as per UPMSCL's internal protocol with multiple consignees however, purchase order for minimum 15% of tendered quantity (applicable for EDL drugs only) will be issued by UPMSCL. UPMSCL reserves the right to place order for additional 50% of tendered quantity at sole discretions of UPMSCL. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at 18 Division/75 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 (DVDMS Portal). The purchase orders shall be released online and same shall be visible in respective Supplier's dashboard. Hence, the suppliers must check their dashboard 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

i The supplies have to be completed within 60 days of the date of release of purchase order. Supplies can be received up to 90th day with **imposition of liquidated damages of 0.25 % per day on basic value of goods supplied with 1-10 days delay**, **0.50% per day on basic value of goods supplied with 11-30 days delay**. On completion of 90 days, the purchase order shall stand cancelled and penalty of **flat 25 %** shall be levied on basic value of unexecuted portion.

Summary Liquidated damage charge	
No. of days	**Penalty (in % on basic value of unexecuted portion)**
Upto 60 days	No penalty
61-70 days	0.25% per day
71-90 days	0.50% per day
On completion of 90 days	Flat 25%

ii 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 **0.25 % per day on basic value of goods supplied with for 91-100 days** , **0.50 % per day on value of goods supplied in 101-120 days**. On completion of 120 days, the purchase order shall stand cancelled and penalty of **flat 25 %** shall be levied on basic value of unexecuted portion. Such drugs must be supplied with COA issued by the relevant laboratory.

Summary Liquidated damage charge	
No. of days	**Penalty (in % on basic value of unexecuted portion)**
Upto 90 days	No penalty
91-100 days	0.25% per day
101-120 days	0.50% per day
On completion of 120 days	Flat 25%

iii Each batch of the drug must be supplied with certificate of analysis (NABL accredited analytical laboratories/Govt. laboratory (in case of vaccine, sera, and immunoglobulin only)/In-house (in case of imported drugs only) laboratory (which ever applicable) after duly acknowledged & clearance by quality department through DVDMS portal.

iv Drug with difference in specification, difference in packing material, difference in drug license number shall not be accepted.

v 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% shelf life) residual shelf life shall not be accepted.

vi The expiry period of Drugs and other items should not be less as prescribed in Annexure- A (Schedule of Requirement).

vii 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.

viii 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.

ix. Replacement of Near-Expiry Stock

1. Replacement Purchase Order (Replacement PO):

UPMSCL may, at its sole discretion, issue a Replacement Purchase Order (Replacement PO) for the quantity of unused supplied stock lying in its warehouse(s) having a residual shelf life of ninety (90) days or less.

2. Obligation of the Bidder:

Upon issuance of the Replacement Purchase Order, the bidder shall, at its own cost and without imposing any conditions, lift such identified stock from the designated UPMSCL warehouse(s) and supply an equivalent quantity of fresh stock conforming to the minimum residual shelf life prescribed under Section III, Clause 6(v), within sixty (60) days from the date of issuance of the Replacement Purchase Order.

3. No Financial Liability:

The Replacement Purchase Order shall be issued solely for the purpose of replacement of unused or near-expiry stock and shall not create any financial liability on UPMSCL. No payment shall be admissible for supplies made against the Replacement Purchase Order.

4. Failure to Execute Replacement PO:

In the event the bidder fails to execute the Replacement Purchase Order within the stipulated period,

UPMSCL shall be entitled, without prejudice to any other rights and remedies available under the tender, to recover the value of the Replacement Purchase Order from any amount due or becoming due to the bidder under any contract with UPMSCL or any other mean as deemed appropriate by TIA.

5. Failure to Lift Identified Stock:

If the bidder fails to lift the identified stock within the period specified in the Replacement Purchase Order, UPMSCL may dispose of or destroy such stock in accordance with the applicable rules and procedures. All costs and expenses incurred towards such disposal or destruction shall be recoverable from the bidder and may be adjusted against any amount due or becoming due to the bidder under any contract with UPMSCL or recovered through any other legally permissible means.

6. Undertaking:

The bidder shall submit an undertaking in the prescribed **Format-XX** agreeing to comply with the provisions of this clause. **Failure to submit such undertaking shall render the bid liable for rejection.**

7. Applicability of Tender Conditions:

Except as expressly provided herein, all other terms and conditions of the tender shall apply *mutatis mutandis* to the Replacement 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 must be supplied in combi- pack (Mono-carton) with suitable diluent/solvent. Not more than one batch's diluent/solvent shall be supplied with single batch of dry powder injection. Expiry date of the diluent/solvent must be later than the drug component. Batch details of diluent/solvent shall also be over printed on the catch box containing the combi-pack for injection vial & the diluents/solvent. Diluent/solvent should be supplied in FFS only. The responsibility for quality, safety, and efficacy of diluent/solvent lies on the contracted supplier/bidder of UPMSCL, even if diluent/solvent is manufactured by another company. In the event of any non- compliance or quality issue related to any component of the product (whether diluent/solvent or injection), the entire product shall be treated as Not of Standard Quality (NSQ).The label of secondary pack/mono-carton (Combi-pack) should include details of both the dry powder injection manufacturer and the diluent/solvent manufacturer in accordance with the labeling requirement of Drugs & Cosmetic Act, 1940.In case the supplied diluent/solvent is from a manufacturer other than the bidder, the bidder

shall be required to submit an affidavit on a ₹100 non-judicial stamp paper duly notarized, undertaking in the enclosed format (Format-XVIII) that the supplied product complies with all statutory requirement under the Drugs and Cosmetic Act, 1940.

The items which are to be tested by a government-designated testing laboratory (e.g., CRI Kasauli), Diluent/solvent should be supplied in FFS/Glass ampoules. Vaccine Anti Rabies : - 1ml : 2.5 IU Per Vial (Inj) must be supplied in secondary pack box with suitable diluent/solvent, having not more than 100 number each of vial & diluent in single secondary pack.

IV. The tablets/capsules having primary packing unit size of 1's, 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, 15'sX10 **and/or maximum 50 strips per Box in secondary packing.**

V. **All tertiary packing units shall have not more than 15 kg weight (i.e. product + inner cartoon + Box). This clause is applicable for all packages.**

VI. **SPECIFICATION FOR LIQUID ORALS AND DRY POWDER FOR SYRUP/SUSPENSION.**

(a) 100 bottles of up to 100 ml may be packed in a single corrugated in 2 rows with top, bottom and center pad of 3 ply **with honeycomb separation or mono-carton packed.**

(b) Maximum 50 bottles of more than 100 ml may be packed in a similar manner in a single corrugated box **with honeycomb separation or mono-carton packed.**

(c) **If the bottles are not packed in individual/mono-carton, 3 ply partition/honey comb should be provided between each bottle. This packing applicable to all type of liquid preparation.**

(d) **The measuring device either be placed on cap of Bottle or packed in mono-carton, separately packed measuring devices shall not be acceptable.**

(e) Liquid preparations should be in pharmaceutical grade glass/plastic bottles with pilfer-proof packing.

(f) The oral liquids should be supplied with suitable measuring caps having suitable markings (2.5ml, 5ml, 7.5ml, 10ml etc.).

(g) Caps of bottles should not carry the name of the supplier and the packaging must prevent damage or deterioration during transit.

VII. Dry syrup bottles must be induction sealed and supplied with suitable measuring caps with suitable markings (2.5ml, 5ml, 7.5ml, 10ml etc.). **Caps of bottles should not carry the name of the supplier and the packaging must prevent damage or deterioration during transit.**

VIII. Every ointment/cream tube shall be individually packed in mono-carton and then placed in a White board box **as secondary pack,** which may pack in a corrugated box. Tertiary packing unit should be having not more than 15 kg weight (i.e. product + inner carton +corrugated box).

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 (white corrugated box of 3ply), Up to20 such secondary packs shall be packed in tertiary packs. The weight of each tertiary packing unit shall not exceed 15 kg **(i.e. product + inner carton +corrugated box).**

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 polythene cover. 2 to 5 such packs shall be packed in secondary packing. Upto 10 secondary packs shall be packed in tertiary packing.

XII. Specification for ORS Primary Packing:- The pouches/sachets of ORS should be three layered with following composition Site Material Micron MM g/m2 Inner Polyethylene 50 0.040-0.050 36.9-46.1 Middle Aluminium 09 0.009-0.015 24.3-40.5 Outside Polyester 12 0.012-0.015 12.920.9 Secondary Packages and Tertiary package:- 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

For dextrose monohydrate - Sachet/pouch packing material shall be same as specified as ORS. Not more than 20 sachets shall be packed in one grey board box. 10 grey board boxes shall be packed in 7-ply tertiary packing box.

XIII. Upto 250 ml bottles of external preparations not more than 12 shall be packed in board box as secondary pack and not more than 20 secondary packs shall be packed in shipper's/tertiary pack with honeycomb partition for safeguarding the label and pack.

The weight of each tertiary packing unit shall not exceed 15 kg (i.e. product + inner carton +corrugated box).

XIV. Not more than 48 jars of ointment/ cream shall be packed in tertiary packing with partition.

XV. **For All liquid preparations- Not more than 12 bottles of 1 liter and not more than 24/25 bottles of 500 ml shall be packed in tertiary packing with appropriate honeycomb partition.**

For IV fluids- They must be packed with individual scaled in polythene cover with honeycomb partition in tertiary packing.

XVI. Light-sensitive pharmaceuticals must be packed in containers that allow maximum protection from light.

XVII. 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.

XVIII. Tertiary packing shall be of 7 ply/Styrofoam boxes in 3 ply corrugated box (for cold chain items) and it should be undamaged while received at UPMSCL warehouse. Every corrugated box should preferably be of single joint and not more than two joints. Every box should be stitched using pairs

of metal pins with an interval of two inches between each pair.

The flaps should uniform meet but should not overlap each other. Every box should be sealed with gum tape running along the top and lower opening.

The final packing of cartons of corrugated boxes shall be complying with IS:9313.

XIX. Noncompliance 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.

XX. 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.

XXI. For damaged packing penalty may be levied from payment for damages in packing as follows:

1% for damage in Primary packing.

1% for damage in secondary packing.

1% for damage in tertiary packing on the basic value of corresponding DAMAGED quantity.

XXII. All containers i.e. bottles, tins, cartons, tubes etc. must be secured with pilfer proofs seals to ensure genuineness of the products packed and the correctness of the contents.

XXIII. The outer carton should be of white board with a minimum of 300 GSM with laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of 450 GSM.

XXIV. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.

XXV. All plastic jars/container above 200 gm or ml should carry an inner plastic lid.

XXVI. Every tertiary box should be strapped with minimum two parallel nylon carry straps (they should intersect.)

XXVII. **In the case of ampoules upto 3 ml should be packed in honeycomb/plastic tray in corrugated box having not more than 50 injections**.

In case of ampoule more than 3ml should be packed in honeycomb/plastic tray in corrugated 3 ply box having not more than 20 injections.

The weight of each tertiary packing unit shall not exceed 15 kg (i.e product+ inner carton+ corrugated box).

XXVIII. The minimum size of tablets should be 6.4 mm diameter. Failure to comply with this condition with this shall lead to non-acceptance of the goods besides imposition of penalties. In special cases where size does not permit or is impossible to do so, permission can be sought from tender inviting authority.

XXIX. The Blister of tablet/Capsules should have aluminum foil back. The rigid PVC should be of not less than 250 micron.

XXX. The minimum size (length x breadth) of a blister should be 6.5 cm x 3 cm.

XXXI. The minimum size (length x breadth) of a strip packing should be 11 cm x 4.5 cm.

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). Penalty shall not be applicable for imported drugs.
- The labels in the case of injectable 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 and 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 e-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 UPMSCL and two copies of invoice at warehouse with goods.

11. QUALITY ASSURANCE

i All the supplies have to be accompanied with batch-wise test reports from NABL accredited analytical laboratories/Govt. laboratory (in case of vaccine, sera, and immunoglobulin only)/In-house laboratory (in case of imported drugs only), (whichever applicable).

ii Samples of all batches of all drugs received through UPMSCL central procurement shall be subjected to physical verification for tender conditions, statutory compliance & confirmatory quality testing as per UPMSCL Quality Policy. Drug shall be deemed finally accepted & eligible for payment after the quality control division of UPMSCL approves the test report as 'Standard Quality' on DVDMS portal.

iii Sample of all batches of all drugs (unless exempted) received through UPMSCL central procurement shall be subjected to Confirmatory quality testing at NABL accredited drug testing laboratory empanelled by UPMSCL/Govt. laboratory before distributing the drugs to facility level. Till the time any drug batch (Unless Exempted) is declared of "Standard Quality" based on empanelled lab analytical test report, drug batch which is sent for testing shall be kept on hold as "Quarantine Stock" and shall not be distributed to health facilities.

iv In case there is no empanelled lab for testing of any drug or there are not more than two empanelled labs for confirmatory test in case of a quality failure or in cases of recommendation by Quality Council or any specific situation where MD, UPMSC feels a requirement, a sample can be sent to any Government lab for testing. Result provided by Government Analyst of Government Laboratory will be considered "Final".

v All the supplies have to be accompanied with batch-wise test reports from NABL accredited analytical laboratories/Govt. laboratory (in case of vaccine, sera, and immunoglobulin only)/In-house laboratory (in case of imported drugs only), (whichever applicable). **Additionally, a total amount of 1.0 % on base value (excluding GST) of drugs received shall be deducted from**

payment to be made to the supplier as Testing & Handling charge as per UPMSCL quality policy.

vi Detailed procedure will be followed as per UPMSCL Quality Policy which will available on UPMSCL Website.

vii Quantity corresponding to NSQ batch shall be deemed as non-supply and flat 20 % penalty shall be levied on the value of corresponding quantity.

viii 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 per day shall be levied on the value of corresponding quantity remaining un-lifted.

ix In case the supplier does not take the stock of NSQ drugs back within 90 days of intimation, then UPMSCL 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.

x 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 **0.25 % per day on basic value of goods supplied with 1-10 days delay**, **0.50% per day on basic value of goods supplied with for 11-30 days delay**. Beyond 30 days of scheduled supply period, the purchase order shall stand cancelled and penalty of **flat 25 %** shall be levied on basic value of unexecuted portion. Quantity corresponding to NSQ batch shall be deemed as non-supply and flat 20 % penalty shall be levied on the basic 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, UPMSCL 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 UPMSCL 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 2%. (1% for primary packing and 1% for secondary packing).
- Drugs with **MRP** printed will not be received. Penalty of 2% of the value of corresponding quantity will be levied for presence of MRP in any of the packing.

Penalty under this clause will be exempted if PO value is below Rs. 2 lacs.

- Drugs with **brand name** printed will not be accepted, except for specific drugs which may be accepted with permission of T.I.A. However, this condition shall not be applicable for imported drugs.

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 per day 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 UPMSCL 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 UPMSCL shall be declared ineligible to participate in the tenders for a period of 5years.

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 and submission of Original invoices duly signed and stamped with delivery challan and e-way bill. Payment will be made either by means of RTGS (Real Time Gross Settlement System) / NEFT. 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) Payment shall be made considering penalties if any and deducting the Testing &Handling charge of 1.0 % of the base value (excluding GST) of drugs received.

c) Payment will be made either by means of RTGS (Real Time Gross Settlement System) / NEFT.

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. Price comparison shall be based on Pre GST after opening of Financial bid.

vii. 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.

viii. 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.

ix.

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 suchaconditionandthecausethereofwithsatisfactorydocumentaryproof,withintwenty-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.
6. In the event of any dispute arising out of the bid or orders, such dispute would be subject to the jurisdiction of the Courts of Lucknow.

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-226002**
Tel. No.- 0522-2060098/99

25. FRAUDULENT AND CORRUPT PRACTICES

It 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 **up to 31.10.2026** 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 quantities mentioned in ***Schedule of Requirement*** are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be issued as per UPMSCL’s internal protocol with multiple consignees however, purchase order for minimum 15% of tendered quantity (applicable for EDL drugs only) will be issued by UPMSCL. UPMSCL reserves the right to place order for additional 50% of tendered quantity at sole discretions of UPMSCL. 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

ANNEXURE – A
Schedule of Requirement

S No.	Drug Code	Item Name	Minimum Shelf life (In months)	Estimated tender Quantity
1	D040003	AMIKACIN SULPHATE : - 100 mg/2ml : 2ml (Inj) Vial	24	6,57,200
2	D040006	AMOXYCILLIN AND POTASSIUM CLAVULANATE ORAL SUSPENSION : 200 mg+ 28.5 mg/5 ml (-) 30ml Phial / Bottle WITH MEASURING CUP	18	24,48,300
3	D040007	AMOXYCILLINE TRIHYDRATE WITH CLAVULANATE : 250 mg+125 mg (Tab) 1*10 per strip	24	2,89,98,500
4	D340001	ASCORBIC ACID : 500 mg (Tab) 1*10 per strip	24	5,09,40,500
5	D200002	ATROPINE SULPHATE : IP - 0.6 mg/ml : 1ml (Inj) Ampoule	24	8,01,800
6	D160001	BETAMETHASONE SODIUM PHOSPHATE: 4 mg/ml : 1ml (Inj)Ampoule	24	9,05,700
7	D070009	CINNARIZINE : 25 mg (Tab) 1*10 per strip	24	14,06,200
8	D290019	CLOBETASOL PROPIONATE 0.05% W/W CREAM 15GM TUBE	24	1,50,000
9	D280026	ESCITALOPRAM : 10 mg (Tab) 1*10 per strip	24	56,36,400
10	D100023	FRUSEMIDE : IP - 10 mg/ml : 2ml (Inj) ampoule	36	20,27,200
11	D010040	HYOSCINE BUTYL BROMIDE INJECTION 20 MG/ ML, 1ML AMPOULE	36	5,57,600
12	D200008	KETAMINE HYDROCHLORIDE :IP-10 mg/ml :10 ml (Inj) Vial	24	72,000
13	D200007	KETAMINE HYDROCHLORIDE 50 mg/ml:10 ml (Inj) Vial	24	41,700
14	D280011	LITHIUM CARBONATE : 300mg (Tab) 1*10 per strip	24	10,01,200
15	D220010	METHYLERGOMETRIN MALEATE 0.2 MG INJECTION 1 ML AMPOULE	24	2,45,400
16	D030004	PHENIRAMINE MALEATE Injection 22.75 mg/ml in 2ml Ampoule	24	18,70,000
17	D290008	POVIDONE IODINE : 5% w/w (Ointment) 15gm Tube	24	47,65,400
18	D070007	PROMETHAZINE HYDROCHLORIDE : 25 mg/ml : 2ml(Inj)ampoule	24	4,40,700
19	D280027	QUETIAPINE FUMARATE : 100mg (Tab) 1*10 per strip	24	20,07,000

Note: -

1. Since the tender is a “Rate Contract Tender” so, the quantities mentioned in Schedule of Requirement are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements.
2. Purchase orders shall be issued as per UPMSCL’s internal protocol with multiple consignees however, purchase order for minimum 15% of tendered quantity (applicable for EDL drugs only) will be issued by UPMSCL. UPMSCL reserves the right to place order for additional 50% of tendered quantity at sole discretions of UPMSCL.
3. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at 18 Division/75 district level) & the same shall be mentioned in the purchase order.
4. The oral liquid formulations should be supplied with suitable measuring caps.
5. The quantity indicated in schedule of requirement is for number of tablet/capsule/bottle/injection/tube/PFS/respules/inhaler.

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/colored 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 UPMSCL. 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-Biding 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-Biding 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 logon to the e-Biding 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-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 through e-tender portal.
  - 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.
  - **"Scrutiny of technical documents may be conducted in the presence of Tenderers/Authorized representatives who choose to attend on the specified date and time."**

    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. Integrity pact
XV. Sample Agreement
XVI. Bank Guarantee format for Performance Security.
XVII. Committed Quantity for UPMSCL
XVIII. Declaration for supply of diluents/solvents in FFS only
XIX. Proforma For Manufacturing And Marketing Certificate
XX. Undertaking for replacement of unused / near expiry drug stock

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 THEFIRM/BIDDER_____

STAMP OF THEFIRM/BIDDER _____

Format – IV

Details of Manufacturing Unit where quoted drugs are to be manufactured

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

_____

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME_____

DESIGNATION_____

NAME OF THEFIRM/BIDDER_____

STAMP OF THEFIRM/BIDDER_____

Format – V

List of item for which bid is quoted

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

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

_____

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME_____

DESIGNATION_____

NAME OF THEFIRM/BIDDER_____

STAMP OF THEFIRM/BIDDER_____

Format – VI

AVERAGE ANNUAL TURNOVER CERTIFICATE

To,

Managing Director,
UPMSCL,
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 2024-25 RS.
Turnover in the year of 2023-24 RS.
Turnover in the year of 2022-23 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

CETRIFIED 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 financial years as mentioned above (Self attested & Certified by CA shall also be enclosed as proof of the claim).

UDIN (Unique Document Identification number) should be mandatory endorsed on ATC and supporting financial statement in support thereof.

FORMAT – VII

'Notarized on Rs. 100/- Non Judicial e-stamp paper'
DECLARATION

PHOTO

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___
1					
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	**Name of the Bank.** **Branch Name& address.** **Branch Code No.** **Branch Manager Mobile No.** **Branch Telephone no.** **Branch E-mail ID**	
02	**9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.**	
03	**IFSC code of the Branch**	
04	**Type of Account (Current / Savings).**	
05	**Account Number (as appear in cheque book)**	

(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
'Notarized on Rs. 100/- Non Judicial e-stamp'

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 EXECUTEDTHIS POWER OF ATTORNEY ON THIS DAYOF_____, 20.

For

……

(Signature)

Witnesses:

(Name, Title and complete Address)

1.

2.

[Notarised]

Attested photo of authorized Person

Accepted

……

(Signature)

(Name, Title, all relevant Contact details and complete 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 executants (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.*
- *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.*

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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 **Format – I**			
2	Copy of e-Transfer Receipt for deposit of tender processing fee along with **Format – II**			
3	Copy of e-Transfer Receipt for deposit of EMD along with **Format - III** / Copy of exemption certificate.			
4	List of manufacturing premises at which quoted drugs are to be manufactured (**Format – IV**)			
5	Copy of Valid GMP and GLP/WHO-GMP certificate of manufacturing premises issued by Licensing Authority.			
6	Non- Conviction certificate issued by licensing authority for non conviction (**Either currently valid or** issued within 6 months prior to publication of the tender) for all premises.			
7	List of items for which bid is quoted (As per **Format – V**)			
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 **(This requirement is not for importers quoting for imported drugs)**.			
11	Average annual turnover statement (**Format – VI**) along with audited balance sheet.			
12	Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per **Format –VII**)			

13	Manufacturing/Import experience (As per **Format - VIII**)			
14	List of Govt. organization to which bidder is an existing supplier (As per **Format – IX**)			
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 **Format – X**)			
19	Letter of Authorization (As per **Format – XI**)			
20	Other documents for establishing eligibility of bidder			
21	Other document if asked by TIA			
22	Checklist as per **Format-XIII**			
23	Committed Quantity for UPMSCL (As per **Format – XVII**)			
24	Declaration for supply of diluents/solvents in FFS only (As per **Format – XVIII**)			
25	Proforma For Manufacturing And Marketing Certificate			
26	Undertaking For Replacement Of Unused / Near Expiry Drug Stock			

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

INTEGRITYPACT

(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 UPMSCL) 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 UPMSCL 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 canvary.

(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

'Notarized on Rs. 500/- Non Judicial e-stamp'

CONTRACT

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

Between

Uttar Pradesh Medical Supplies Corporation Ltd company incorporated in the Republic of India registered under the Companies Act, 2013 and having its registered office at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 and

Having GST No. 09AACCU2250P1ZZ, hereinafter referred as the "***Purchaser***", which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the ONE PART:

and

…… a company/firm/corporation/LLP incorporated in the Republic of India registered under the Companies Act, 2013/1956 and having its registered office at ....., and having GST No._____Herein after referred as the "***Supplier***", which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the OTHER PART and FINAL PART.

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

NOW THIS CONTRACT WITNESSED AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

(a) All the documents submitted by the tenderer as part of Technical Bid and Price Bid;

(b) The Schedule of Requirements;

(c) The Specifications and other quality parameters;

(d) The clarifications and amendments issued / received as part of the Tender Document

(e) The General Conditions of Contract;

(f) The Specific Conditions of Contract; and

(g) The Purchaser's offer Letter

(h) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority/Purchaser.

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

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

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

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

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

List of Drug(s) under Contract

Sl. No	Drug Code	Name of the Drug &Strength	Shelf Life	Unit Rate (Basic) (Rs.)	Tax %	Offered Quantity	Value (Rs.) based on without tax
						Total Value (Rs.)	

Subject to tender clause, SECTION III, CONDITIONS OF CONTRACT, 5. PURCHASE ORDERS, & 26. RATE CONTRACT of tender document.

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

Signed, Sealed and Delivered by the

said .....(For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by

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

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

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

FORMAT-XVI

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Bank Guarantee No.: _____

Date: _____

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

WHEREAS M/s. _____, having its registered office at _____ (hereinafter called "the Supplier"), has undertaken, pursuant to Contract No. _____ dated _____ (hereinafter called "the Contract"), to supply _____ to Uttar Pradesh Medical Supplies Corporation Ltd. (UPMSCL);

AND WHEREAS it has been stipulated in the said Contract that the Supplier shall furnish a Bank Guarantee from a Scheduled Commercial Bank for an amount of Rs. _____ (Rupees _____ only) as Performance Security for due performance and fulfillment of its obligations under the Contract;

AND WHEREAS we, _____ Bank, having our branch office at _____, have agreed to issue such Bank Guarantee in favour of UPMSCL on behalf of the Supplier;

NOW, THEREFORE, we hereby irrevocably and unconditionally guarantee and undertake to pay UPMSCL, upon its first written demand stating that the Supplier is in breach of or has failed to perform its obligations under the Contract, any sum or sums not exceeding Rs. _____ (Rupees _____ only), without demur, protest, objection, contest, recourse, or reference to the Supplier.

We undertake to pay the amount demanded by UPMSCL notwithstanding any dispute or disputes raised by the Supplier in any suit, proceeding, arbitration, or otherwise pending before any court, tribunal, or authority, our liability under this Guarantee being absolute and unequivocal.

We further agree that UPMSCL shall be the sole judge as to whether the Supplier has committed any breach of the terms and conditions of the Contract and the extent of loss, damage, costs, charges, or expenses caused thereby.

We hereby waive the necessity of UPMSCL demanding the said amount from the Supplier before presenting any demand upon us under this Guarantee.

We further agree that any amendment, variation, extension, modification, or waiver of the terms of the Contract, or any forbearance or indulgence granted by UPMSCL to the Supplier, shall not in any manner release us from our obligations under this Guarantee. We expressly waive notice of any such amendment, variation, extension, modification, or waiver.

This Bank Guarantee is irrevocable and shall remain in full force and effect until all obligations of the Supplier under the Contract have been duly performed and discharged.

It is hereby certified that an authenticated SFMS Message (MT760 / SFMS 760) has been transmitted by us to the designated advising bank, namely ICICI Bank, Hazratganj Branch, Lucknow, IFSC: ICIC0006281, confirming the issuance and authenticity of this Bank Guarantee.

Notwithstanding anything contained herein:

(i) Our total liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).

(ii) This Bank Guarantee shall remain valid up to _____.

(iii) The claim period shall remain valid up to _____.

(iv) This Bank Guarantee is governed by the laws of India.

(v) Subject to the above, the courts at Lucknow, Uttar Pradesh, shall have jurisdiction in matters arising out of this Bank Guarantee.

IN WITNESS WHEREOF, we have caused this Guarantee to be executed by our authorized officer(s) on this _____ day of _____, 20_.

For _____ Bank

Authorized Signatory

Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Employee ID: _____	Employee ID: _____
Branch: _____	Branch: _____
Bank Seal	Bank Seal

Note: Any deviations in the above format is not permitted.

FORMAT-XVII

Committed Quantity for UPMSCL

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

FORMAT – XVIII

(In case the supplied diluent/solvent is from a manufacturer other than the bidder)
'Notarized on Rs. 100/- Non Judicial e-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.

That the supplied product, including diluent/solvent, complies with all statutory requirements under the Drugs and Cosmetics Act, 1940.

That manufacturer of diluent/solvent complies with GMP, GLP and other statutory requirements as prescribed under Drugs & Cosmetics Act.

That the label of combipack contains details of both the dry powder injection manufacturer and the diluent/solvent manufacturer in accordance with the labeling requirement of Drugs & Cosmetic act.

That the manufacturer of diluent/solvent is not currently blacklisted/debarred/banned as per conditions detailed in tender documents.

In the event of any non-compliance or quality issue related to any component of the product (whether diluent/solvent or injection), the entire product shall be treated as Not of Standard Quality (NSQ) and bidder shall be responsible for all the penalties as prescribed under the tender documents and other applicable statutory acts/rules.

DATE: Signature:

Name:

Designation:

SEAL:

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

MANAGING DIRECTOR
UPMSCL

FORMAT-XIX

PROFORMA FOR MANUFACTURING AND MARKETING CERTIFICATE

This is to certify that M/s .....is holding valid manufacturing license no. .....dated.....of the State and they are manufacturing the following products since the last three years.

It is further certified that the following products are being marketed in the domestic market for the last three years. The products are as follows:-

S. No	Item Name & Description	Pharmacopoeial standard of the product	Manufacturing license number	Validity of manufacturing license	Date of first approval of item	Number of years of experience for manufacturing and marketing of the item
1						
2						

Note:

1. This certificate is to be signed by the Drug licensing Authority.
2. Firm should have three completed years' experience of manufacturing and marketing as on date of opening of the tender.

Sign & Seal of Licensing Authority

Note – Only the prescribed proforma (Format-XIX) shall be accepted for determining market standing of the item(s). Certificates submitted in any format other than Format-XIX will be considered only if they were issued on or after 01/04/2026. Certificates issued before 01/04/2026 in a format other than Format XIX shall not be considered for determining market standing of the item(s).

FORMAT-XX

'Notarized on Rs. 100/- Non Judicial e-stamp paper'

Undertaking for replacement of unused / near expiry drug stock

I, _____ S/o _____ R/o _____ do hereby solemnly affirm and declare as follows:

That my Firm/Company/Corporation/LLP, M/s. _____ is participating in Tender ref. no. _____ of the Managing Director, Uttar Pradesh Medical Supplies Corporation Ltd. (UPMSCL), Lucknow, and I am executing this declaration for myself and on behalf of my Firm/Company/Corporation/LLP.

1. That my firm shall replace, free of cost and unconditionally, any unspent/unused stock supplied under the above tender, which is not utilized within its shelf-life period and is due to expire within the next 90 days, with fresh stock having the shelf-life prescribed under the tender conditions.
2. That upon receipt of a replacement purchase order (RPO), my firm shall collect the reported stock from the designated UPMSCL warehouse(s) at our own cost and shall supply an equivalent quantity of fresh stock within the period stipulated in the Replacement Purchase Order.
3. That my firm shall not claim any payment, reimbursement, or compensation from UPMSCL against supplies made under the Replacement Purchase Order.
4. That in the event of failure to execute the Replacement Purchase Order within the prescribed period, UPMSCL/Tender Inviting Authority shall be entitled to recover the value thereof from my firm through any legally permissible means.
5. That if my firm fails to lift the stock identified for replacement, UPMSCL shall be at liberty to destroy the same and recover all related expenses from my firm.
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.

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)