Tender Ref. no: UPMSCL/Drugs-224/30 **Dated: 18 November, 2024**

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)

ONE YEAR RATE CONTRACT

LAST DATE FOR ONLINE SUBMISSION OF TENDER: 9 December 2024

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

e-TENDER SCHEDULE

TENDER REFERENCE	:	Ref.: UPMSCL/Drugs-224/30 Dated: 18/11/2024
TENDER WEBSITE	:	**http:etender.up.nic.in**
DATE AND TIME OF UPLOADING TENDER	:	18 November, 2024 at 18:00 Hrs.
DATE AND TIME OF DOWNLOADING THE TENDER	:	18 November, 2024 at 18:30 Hrs.
LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER	:	9 December, 2024 UPTO 15:00 Hrs.
PRE-BID MEETING	:	28 November, 2024,16:00 Hrs at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010
DATE AND TIME OF OPENING OF **TECHNICAL BID-COVER 'A'**	:	9 December, 2024,15:30 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	:	One Year
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 equipments for the health care institutions having highest standards at competitive rates for various departments of the State providing health care to the people of U.P.

The Managing Director, **Uttar Pradesh Medical Supplies Corporation Ltd**, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar, Extension, Lucknow-226010, (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).
   Exempted for UP based MSME Manufacturing Units
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: : One Year
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, the Importer should have 3 years market standing in the pharmaceutical field. And also, the importer should have due authorization for quoting drugs from the principal manufacturer along with relevant import licenses as per Drugs & Cosmetics Act 1940 and Rules 1945.

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. 05Crores.

vi. Deleted.

vii. DEBARRING/BLACKLISTING:

FOR PRODUCT(S): (i) Tender should not be submitted by the firm / company / loan license for the Product(s) for which the firm / Company / loan licensee has been blacklisted / banned / debarred/ restricted 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 / banned / debarred/ restricted by any other State Government / Central Government / its Drug procurement agencies due to quality failure and/or fraudulent/ illegal

practices of the drugs supplied.

FOR FIRM/COMPANY: (i) The Company / Firm / loan licensee which has been blacklisted / banned / 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. The Company/ Firm / loan licensee which has been blacklisted / banned / debarred/ restricted 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/ debarring/ banning/ restricting.

During the validity of the tender and Contract if the firm / Company / loan licensee and/or quoted/awarded product is **blacklisted/ debarred/ banned/ restricted** 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 **blacklisting/ debarring/ banning/ restricting**, 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 Company/firm which has been convicted by any Court of Law of the Country under the provisions of Drugs & Cosmetics Act, 1940, Drug (Prices Control) Order, shall not be eligible to participate in the tender.

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 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***

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.
- 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 beindicated)
- 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)

Requirements of Cover B:

Ultimate cost to the Purchaser **to be filled in downloaded BOQ of this tender and then uploaded.**

(Sample BOQ indicated in Format – XII for reference only).

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

6. EVALUATION CRITERIA

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

The committee will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order. Prior to the detailed opening and evaluation of Price Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each bid to the tender document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to the terms and conditions of each bid to the tender documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Bid Security- EMD, price bid will be deemed to be a material deviation. The Tender Inviting Authority determination of Tenders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. If a Tender is not substantially responsive, it may be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Bidder by correction of 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 sameormayasktosubmitdocumentswhichdoesnothaveanymaterialdeviationandfinancialimpact 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 through website notification & by e-mail (indicated in bid submitted), 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 shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the contract value (Price excluding GST) as per the offered quantity as stated in the bid document. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI. Performance security is to be furnished within 21 days after notification of the award and it should remain valid for a period of 18 month's validity. If the bidder fails to submit the performance security bond within 21 days time then penalty of 5% of performance security value will be charged. After completion of 21 days of date of issue 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 within 51 days of LOI issuance date, the LOI may be cancelled by UPMSCL. This penalty shall be deducted from the EMD/subsequent payment of the supplier. In case L-2, L-3… bidders who have agreed to match L-1 price, then the performance security Deposit of L-2, L-…3 bidders will be 5% of the contract value. Payments of the supplies will ONLY be processed after receiving and confirmation of performance security bond for all the contracted suppliers.

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 One year 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, 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.

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. 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 0.2% LD charge per day on basic value of the goods suppliedwithdelay.Oncompletionof90days,the purchase order shall stand cancelled and penalty of flat 20 % shall be levied on basic value of unexecuted portion.

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 0.2% per day on basic value of the goods supplied with delay. On completion of 120 days, the purchase order shall stand cancelled and penalty of flat 20 % shall be levied on basic value of unexecuted portion. Such drugs must be supplied with COA issued by the relevant laboratory.

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.

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 than two years unless 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.

7. PACKING

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

Important conditions:

I. Injection, in ampoule form, should be supplied in double constricted neck ampoules

II. Injection Vials should have flip-off caps.

III. Dry powder injections, for which WFI is not to be used as diluent, must be supplied in combi-pack with suitable diluents. Not more than one batch's diluents shall be supplied with single batch of dry powder injection. Expiry date of the diluents must be later than the drug component.

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

IV. The tablets/capsules having primary packing unit size of 3's, 6's, 10's, 14', 15's shall be packed in pack sizes of 3'sX10; 6's X10; 10's X10, 14's X10 and 15'sX10 respectively for secondary packing.

V. For tablets/capsules the tertiary packing unit shall be having not more than 15 kg weight (i.e. product + inner carton +corrugated box).

VI. The oral liquids should be supplied with suitable measuring caps. For Oral Liquids the pack sizes and Shipper pack shall be as follows:

(a) Pediatric formulations shall be in mono packs/Square Honeycomb Packaging Box.

(b) Tertiary packing unit should be having not more than 15 kg weight (i.e. product + inner carton +corrugated box).

(c) Mono packs shall be mandatory in case of any insert/additional component is required such as dropper, measuring spoon, applicators etc.

VII. Dry syrup bottles must be induction sealed and supplied with suitable measuring caps.

VIII. Every ointment/cream tubes shall be individually packed in mono-carton or in Square Honeycomb Packaging Box in 12's (in case of 30 gm/60 gm tube) & 20"s (in case of 15 gm tubes) in a White board 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. Upto 20 such secondary packs shall be packed in tertiary packs.

X. Vials should have flip-off caps.

XI. Eye ointment tubes shall be packed individually in mono-carton of which 10 packs of 30 gm/60 gm and 20 packs of 10g/15gm shall be hermetically sealed with 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 12.9-20.9 Secondary Packages and Tertiary package:- 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

XIII. Upto 100 ml bottles of external preparations not more than 12 shall be packed in board box and not more than 20secondary packs shall be packed in shipper's/tertiary pack.

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

XV. Not more than 12 bottles of 1 litre and Not more than 24 bottles of 500 ml shall be packed in tertiary pack.

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.

XIX. **Non compliance to the above conditions shall lead to rejection of consignment and the supplier shall be liable for action under provisions of non-supply/late supply.**

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

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 packing.
- 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 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.**

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

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

vi 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.

vii 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.

vii. The decision of the Tender Inviting Authority or any officer authorized by him as to the quality of the supplied items shall be final and binding.

12. PENALTY CLAUSE

i. Liquidated Damage:

Supplies may be accepted upto 30 days beyond the stipulated delivery period with penalty for delayed supply (liquidated damage) of 0.2 % per day on basic value of goods supplied with delay. Beyond 30 days of scheduled supply period, the purchase order shall stand cancelled

and penalty of flat 20 % shall be levied on 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.

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.

22. GOVERNING LANGUAGE

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

23. TAXES AND DUTIES

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

24. NOTICES

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

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED
(A Government of Uttar Pradesh Undertaking)
Regd. Office:**SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010**
Tel. No.- 0522-2060098/99

25. FRAUDULENT AND CORRUPT PRACTICES

It 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 till **One year** 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. 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

Sr No	*Drug Code*	*Item Description*	*Estimated Quantity*	*Minimum Shelf life required (in months)*
1	247(NE)	Hepatitis B vaccine (As per page no. 35-50)	51000	24 Months
2	D190001	Chloramphenicol 5% w/v Benzocaine 1%w/v : 5% w/v+ 1% w/v Ear Drop 5ML FFS Vial	13,09,500	24 Months
3	D120004	DICYLOMINE HCL WITH ACTIVATED DIMEHICONE : 10 mg+40 mg/5ml 30 ml Suspension bottle with measuring cap	25,80,300	24 Months

Hepatitis B Virus Vaccine Specifications
(For NCB/LCB)

A. Specific requirements

Item:

Hepatitis B virus vaccine, shall meet the requirements as per Indian Pharmacopoeia (I.P.) and Rule-122B of Drugs and Cosmetics Act

The vaccine shall be currently registered in the country of manufacture and shall meet all requirements of the licensing authority of the country of manufacture. The vaccine also shall be currently registered in the country of use (India) and shall meet all the requirements of the licensing authority of the country of use.

Description:

Hepatitis B virus vaccine may exist in two forms, i.e. as an inactivated (plasma-derived) vaccine and as a recombinant (DNA) vaccine.
Hepatitis B virus vaccine (Inactivated) is a non-infectious inactivated liquid preparation derived from surface antigen of hepatitis virus (HBsAg). The production of vaccine is based on a virus seed lot system.
Hepatitis B virus vaccine (Recombinant) is a non-infectious preparation containing the purified major surface antigen of hepatitis B virus (HBsAg). The antigen is manufactured by recombinant DNA technology by culturing genetically engineered yeast cells lines which carry the gene that codes for the major surface antigen of the hepatitis B virus as approved by the competent authority.
The purified antigen is finally adsorbed on aluminium hydroxide or aluminium phosphate.
The vaccine must be free from all demonstrable viable microbial agents and found suitable for human immunization. It may contain a suitable stabilizing agent with anti microbial properties.
Hepatitis B vaccine contains not less than 20mcg of hepatitis B surface antigen per ml.

Protocol and testing:

Complete Test Protocol along with samples of all batches should be sent to the Head of the vaccine testing laboratory i.e. Central Drugs Laboratory, Kasauli-173204;
For local manufacturers:
Complete Test Protocol and samples are taken and sent to by the Inspecting Officer duly sealed and signed by him or his authorized representative.

The vaccine should be dispatched to the consignee only on clearance from the Central Drugs Laboratory, Kasauli. The vaccine will be released on the basis of protocol scrutiny and testing of the vaccine by Central Drugs Laboratory, Kasauli.

Each batch should be accompanied with a certificate from the manufacturer that the vaccine meets the I.P. requirements.

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Dosage size:

By Intramuscular injection (Anterolateral part of thigh); when given as part of a primary immunization starting at 6 weeks of age. Three injections are given at monthly intervals. In all institutional deliveries a dose at the time of birth as early as possible and preferably within 24 hours.

Dose package:

Single-dose; multi-dose vials contain 10 paediatric doses 0.5ml, or 10 adult doses 1 ml.

Filling volume:

Final product should contain 15% overfill.

Storage temperature:

In light-resistant containers between +2 and +8^{0}C;
must not be frozen.

Shelf-life:

At least 24 months from date of manufacture when stored between +2 to +8^{0}C ; at least 20 months must remain after shipment. The supplier will provide manufacturer's stability test data substantiating this 24 month shelf life in the proposed vial. At the time of inspection or acceptance for delivery to the country of destination, no more than 6 months shall have expired since the Date of manufacture (or date of beginning of the last satisfactory test for potency) shown on the Certificate of Analysis.

Labelling:

The label on each vial shall conform to the requirements of I.P. and shall appear in the language of English.
All labelling shall be indelible ink and shall withstand immersion in water and remain intact.
All labels shall state the name of the vaccine, name of the manufacturer, address of manufacturer, lot number, composition, concentration, dose and mode for administration, expiry date, storage temperature and any other marking that is appropriate.

VVM:

The label on each vial should include a Vaccine Vial Monitor (VVM) designed to meet the heat stability curve of the vaccine supplied. This is a time-temperature sensitive dot that provides an indication of the cumulative heat to which the vial has been exposed. It warns the end user when exposure to heat is likely to have degraded the vaccine beyond an acceptable level.
The position of the VVM may be on the label or on the neck or on the cap as validated by the supplier
The Vaccine Vial Monitor (VVM) shall be as per WHO Specifications (please refer to Annex I).

Labelling for secondary packaging:
A label must be affixed either to the top and/or front surface of the secondary packages. It should indicate the type of vaccine, the name of the manufacturer, presentation, batch number, date of manufacture, date of expiry, quantity and storage conditions.

Labelling for tertiary packaging (insulated packaging):
The external surface of insulated packages should be either white or in the natural colour of corrugated carton. Dark colours must be avoided. All labels on tertiary packaging must be attached to all four sides.
Vaccine Rush: A label must be affixed to all four sides of the vaccine package in English/Hindi.
"Do not freeze" sticker in English/Hindi should be attached to all four sides of the vaccine package.

Numbering of tertiary packaging:
All boxes should be numbered consecutively. Shipping documents should be included in the box labelled number 1, and this box should be clearly labelled with the words
"Containing vaccine shipping documents".

Additional Labelling:
All the containers and other outer containers shall be marked with the statement "CGS NOT FOR SALE" in English.
All labels on containers i.e. vials/ampoules, cartons, tubes etc. as well as outer dropper should be marked with the statement "CGS NOT FOR SALE" in bold red letters in English.

Containers:
IP type 1 amber coloured glass tamper proof ampoule/vial or plastic container for parenteral preparation.

Closures:
Vaccine vials shall be fitted with closures that conform to IP requirements for injectable preparations.

Printed materials:
Two (2) information sheets, printed in English and Hindi, shall be included in each secondary package and shall include information as per Annexure III

B. Quality assurance

Compliance:
The Supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of the specification and related documents; (b) meet I.P/Internationally (WHO as cited above) recognized standard for safety, efficacy and quality; (c) are fit for the purposes made known to the Seller (d) are free from defects in workmanship and in materials and (e), the product has been manufactured cGMP included in Schedule M.

Evidence:

The Supplier shall provide objective evidence, acceptable to the Purchaser, of the satisfaction of the requirements of this document for which no specific inspection has been mentioned.
The Supplier shall provide a copy of the manufacturing record and procedures to the Purchaser for each lot intended for shipment.
The Supplier shall provide a copy of **Validation record** with regards to process validation demonstrating batch to batch consistency and to confirm that the packaging complies with WHO requirements
The supplier shall provide document that the batch conforms to the WHO requirements of **Shake test.**
The Supplier shall provide a copy of the Certificate of Analysis for each lot intended for shipment.
The Supplier shall provide to the Purchaser a copy of the approval of each source material, constituent material and component for each lot intended for shipment.
The Supplier shall retain a sample of twenty (20) vials from each lot shipped for two years beyond the printed expiration date.
Chemical, physical and biological test data for in-process and finished product testing must be on record for each lot shipped and must be available to Purchaser's representatives when requested.

Inspection:

The Purchaser may inspect and sample, or cause to be sampled, the product at the Supplier's factory and/or warehouse at a mutually agreeable time prior to the shipment of the product.

Testing:

The Purchaser may cause independent laboratory testing to be performed as deemed necessary to assure that the goods conform to the prescribed requirements. The said laboratory testing shall be of the Purchaser's choice if suitably equipped and qualified to conduct quality assurance tests on biological products.

C. Packing

Prior to and at the time of packing, the vaccines must be kept within the storage temperature limits recommended by the manufacturer.

Storage:

Supplier shall state storage volume occupied per infant dose of vaccine (storage volume includes the vaccine vial, packet containing the vaccine vial and any intermediate packaging).

Inner boxes:

_____ (number) individual glass vials or ampoules shall be contained in sturdy white cardboard boxes (of not less than 300 GSM) outfitted with individual segments for protecting and separating each vial.

Temperature monitoring devices:

To be included in all vaccine shipments to document whether temperature limits have been exceeded.
One electronic temperature device is included in each and every vaccine shipping carton
(Please refer to Annex II).
Prior to and at the time of packing, the vaccine must be kept at the storage temperature recommended by the manufacturer.
Vaccine manufacturer is required to validate their packaging twice for a period of 48 hours i) that the warmest temperature inside the insulated packing does not rise above +30^{0}C in the continuous outside ambient temperature of + 43^{0}C and ii) that the coolest storage temperature does not fall below +2^{0}C in the continuous outside temperature of -5^{0}C..

Over packing:

Box shall be over packed so that the vaccine remains refrigerated at between + 2 and +8^{0}C and does not freeze. The containers must be suitable for export shipping in accordance with *WHO guidelines on the international packaging and shipping of vaccines* (WHO/V&B/01.05). The containers must have adequate insulation and or sufficient refrigerant to ensure that the warmest storage temperature of the vaccine does not rise above +30^{0}C in continuous outside ambient temperature of + 43 degrees C nor fall below +2^{0}C in continuous external temperature of -5^{0}C during transit and for a period of at least 48 hours after arrival at the airport of destination[13].
Additional cushioning shall be provided, sufficient to protect the vials from breakage during transit and handling.

Exterior shipping cartons:

Product and printed materials, packaged as specified above, shall be packed in weather-resistant, triple-wall corrugated fibreboard cartons with a bursting test strength of not less than 1900 kPa.The overall dimensions of the exterior shipping cartons should be such that the product does not become damaged during transportation and storage.

Each international shipping carton should weigh less than 50 kg. It is important that individual boxes are not too heavy during transport as they are frequently loaded and offloaded manually at airports and intermediate stores.

[13] When considering "best practices" for transport and storage of vaccines, reference should be made to current recommendations in the appropriate literature.

D. Markings

All containers and invoices must bear the name of vaccine, expiry dates of the vaccine and appropriate storage temperature.

Inner boxes:

The inner boxes shall be marked with the following information in a clearly legible manner which is acceptable to the Purchaser:

- Generic name and trade name of the vaccine
- Manufacturer's name and registered address
- Manufacturer's national registration number
- Lot or batch number
- Composition and concentration
- Number of vials contained in box
- Date of manufacture (month and year)
- Expiration date (month and year)
- Instructions for storage and handling[14]*
- Place of manufacture (Made in_____)

Exterior shipping cartons:

The following information shall be stenciled or labelled on the exterior shipping cartons on two opposing sides in bold letters at least **'Ariel font size 14'** high with waterproof indelible ink in a clearly legible manner which is acceptable to the Purchaser:

- Generic name and trade name of the vaccine
- Lot or batch number
- Date of manufacture (month and year)
- Expiration date (month and year)
- Manufacturer's name and registered address
- Manufacturer's national registration number
- Destination country license or registration number
- Consignee's address and emergency phone number including mobile number
- Destination airport
- Contract number
- Number of vials contained in the carton
- Gross weight of each carton (in kg)
- Carton containing ---------- secondary packages
- Instructions for storage and handling[15]*
- Place of manufacture (Made in_____)

[14] * Markings on inner boxes should state clearly that the reconstituted vaccine is good for 6 hours only; additional text to be provided by Purchaser.

[15] * To be provided by Purchaser.

E. Documentation

Supplier shall provide to Purchaser a copy of the batch record, including all quality assurance documentation for the vaccine being supplied.

Advance notice of arrival and advance shipping documentation:
Copies of the documentation for the goods to be shipped must be sent at least seven days in advance of arrival of the shipment. In the case of an individual contract for a specific destination that requires a longer period of advance notice, a longer period should apply. The consignee(s) should be intimated well in advance by registered letter/telegram telephone, so that vaccines are collected from airport immediately after arrival. Copy of the communication from the supplying firm should be endorsed to the Assistant Commissioner (I) and Deputy Director (UIP), Ministry of Health and Family Welfare, Nirman Bhawan, New Delhi for information.

The documentation must include the following:
- Pre-advice defined by the Purchaser
- Airway bill (AWB);
- Supplier's invoice;
- Packing list;
- Lot release certificate (LRC) issued by the national regulatory authority (NRA) of the country of manufacture for each lot of vaccine supplied; and
- Any other document, certificate or instruction specified in the individual order.

The documents should be sent by e-mail and fax by the freight forwarder or the manufacturer to the consignee, the Purchaser, and any other parties specified in the individual contract.

The pre-advice must contain the following information:
- Purchase order reference;
- Consignee requisition reference;
- Number of packages, gross weight (in kilograms) and volume (in cubic meters);
- Type of vaccine, total number of vials and number of doses per vial/ampoule/tube;
- Value of shipment (in Indian Rupees and/or in US $);
- AWB and flight number(s);
- Date and time for place of departure, transit (if applicable), and arrival;
- Instructions for collection;
- Any other information specified in the individual contract must also be included for the consignee.

The following information shall be stated on the airway bill:
- Consignee's name, address, telephone number (including mobile no) and e-mail ID.
- Purchase order reference;
- Consignee's requisition reference;
- Type of vaccine and quantity;
- Instructions to: "Telephone consignee upon arrival *(repeat telephone number)*";
- Handling information: "**Medicines – Vaccine – For human use – Highly perishable – Not to be delayed.**

The following instruction should be stated in the AWB: "Throughout shipment, pending reshipment and prior to collection by the consignee, the vaccine must be stored at +2°C to +8°C.

F. Dispatch

Vaccines should travel by a direct route wherever possible, road transport may be used if accompanied by attendant. Where trans-shipment is unavoidable, the journey should be planned through airports that:
a) have cold storage facilities, and
b) are located in countries with a temperate climate.
The maximum transit time from the manufacturer to arrival at the airport of final destination must not exceed 48 hours.

Shipments should be scheduled to arrive outside weekends and/or public holidays in the recipient country and airline bookings should be made well ahead of the date of departure.

-Vaccines must not be transported with radioactive products, fish or meat;
-Correct cold-chain procedures must be observed during transit, warehousing and shipping (i.e., all vaccines must be kept in temperature-controlled environments at all times throughout the shipment process);
-Reactivation of the refrigeration process of shipments must be performed in accordance with the instructions of the supplier of each shipment whenever deemed necessary;

G. References

1) Indian Pharmacopoeia 2007, Indian Pharmacopoeia Commission, Government of India; Ministry of Health & Family Welfare. Ghaziabad.

2) British Pharmacopoeia 2007, Volume III, page 24

3) Guidelines on the international packaging and shipping of vaccines. WHO 2005; Department of Immunization, Vaccines and Biologicals. WHO/IVB/05.23.

4) Procurement of vaccines for public-sector programmes- A reference manual. WHO/ IVB/03.16; 2004.

Annexure-I
SPECIFICATION FOR VACCINE VIAL MONITORS (VVM)

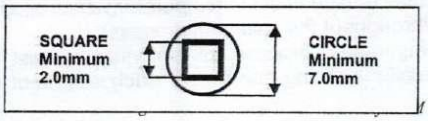
Specification reference : E6/ IN5
Applies to test procedures : E6/ Proc/5

Purpose

Vaccine vial monitors serve primarily to warm health workers when the cumulative heat exposure of a vial of vaccine has exceeded a pre-set limit, beyond which the vaccine should not be used. In addition, changes in the appearance of the VVM before this limit is reached will serve to guide health workers to first use more exposed vials of vaccine.

Format and dimensions:

The VVM is a circle of colour, minimum 7.0mm with a square of colour, Minimum dimension 2.0 x 2.0mm positioned in the centre of the circle (See Figure 1).
The ratio of the area of the square to the area of the circle (including the square) Is at least 0.1, whatever dimensions are chosen.



Design:

The circle of the VVM acts as a static, reference colour and the square is a changing, active colour change device. The colour is limited to a change of shade, from light to dark. Any colour is permitted for the VVM design, but changes in hue are not permitted.

Colour:

The colour density change of the indicator is illustrated in the Figure 2 below. At the start point the colour of the square is lighter than the circle.
The end point is indicated when the colour of the square matches the circle.
The end point is exceeded when the colour of the square is darker than the circle. The following paragraphs describe the colour change in more detail.

Start point		**Square lighter than circle**
End point		**Square matches the circle**
End point exceeded		**Square darker than the circle**

Figure 2. The colour density change of the indicator (The central square is the active surface)

1 Replaces the previous version of 13 August 1999

Definition of the start-point

The colour of the active surface of the VVM at the time of the vaccine vial is

called the 'start point'.
At the start point, the colour density of the square as measured by a colour Densitometer2 must be lighter than the circle by a difference of at least 0.25 OD Densitometer units.

Definition of the end-point

The colour of the active surface of the VVM at the limit of use of the vaccine vial is called the 'end-point'.

The end point is reached when the difference in the average colour density obtained from readings at least two different points on the circle and the colour density of the square is 0.00 OD, as measured by the densitometer. The end point is exceeded when the colour of the square is darker than the colour of the circle.

Homogeneity of the reference colour

The colour density of one 2mm diameter portion of the circle must be within 0.01 OD of the colour density at any other two 2mm diameter portions of the circle, when measured with a colour densitometer.

VVM reaction rates:

Reaction rates are specific to four different models of VVM, relating to four Of vaccines according to their heat stability at two specific temperature points
(See table 1)

Table 1: VVM reaction rates by category of heat stability

Category: (Vaccines)	No. of days to end point at +37^{0}C	No. of days to end point at +25^{0}C	Time to end point at +5^{0}C
VVM30 HIGH STABILITY	30	193	> 4 years
VVM14 MEDIUM STABILITY	14	90	> 3 years
VVM7 MODERATE STABILITY	7	45	> 2 years
VVM2 LEAST STABLE	2	NA*	225 days

***VVM (Arrhenius) reaction rates determined at two temperature points**

At +37^{0}C, RH 33% +/-5% and RH 75% +/-5%, at least 90% of VVMs tested Should reach the end point within a range of time whose upper limit is shown in Table 1 or a period set by the vaccine manufacturer, based on published vaccine stability data, and whose lower limit is 25% below the
upper limit (See Figure 3).

At +25^{0}C (ambient humidity in submerged plastic/foil pouch) at least 90% of VVMs tested should reach the end point within a range of time whose upper limit is shown in Table 1 for VVM30, VVM14 and VVM7 categories, or a period set by the vaccine manufacturer, based on published vaccine stability data, and whose lower limit is 40% below the upper limit (See Figure 3).

At 5^0C(ambient humidity in submerged plastic/foil pouch), all VVM30, VVM14 and VVM7 samples should reach the end point after the lower time limit specified in Table1. Conformance can be determined by extrapolation from high temperature (25^0C and 37^0C) data. At 5^0C(ambient humidity in submerged plastic/foil pouch), at least 90% of VVM2 samples tested should reach the end point within a range of time whose upper limit is 225 days and whose lower limit is 40% below the upper limit (see Figure 3).

A tolerance is allowed in the above tests for up to 5% of VVM samples tested to reach the end point after the upper limit and 5% before the lower limit (See Figure 3).

The colour change shall be monotonic in its response to cumulative heat exposure within the limits of the allowed variation. The observer shall be able to distinguish between unchanged, 50% and the end point of the indicator.

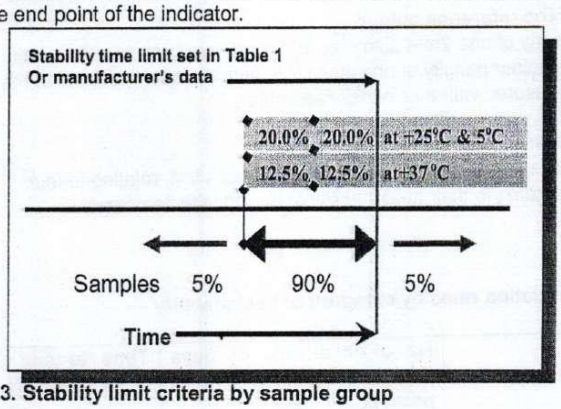


Figure 3. Stability limit criteria by sample group

Global Measurement Accuracy:

The allowable total error for measuring the difference the colour of the circle and Square is ± 0.04OD when using an X-rite 404 GS(X) colour reflectance Densitometer. Major sources of error are instrument error for both the circle and square, repeatability, and variation in end point caused by an allowed temperature variation of ± 0.2^0 C.

Water Bath Precision and Control:

The VVMs should be tested in water baths controlled to within ± 0.2^0C. (Any additional 0.1^0C variation in temperature control requires an allowance for additional measurement error.)

Reversion

The indicator shall not revert to a lighter colour at any point in its life when exposed to conditions likely to be found during normal use. After the endpoint is reached, the square shall remain the same colour as the circle or become darker than the circle.

Integrity of VVMs

The integrity of VVMs depends on the presentation of the vaccine:

For liquid vaccines:

The VVM shall be permanently attached to the vaccine vial, even after the vial has been opened and remain readily observable before, after and during use. Prior to opening, the VVM should not be removable: it should resist removal from the vaccine vial as much as a label meeting current requirements.

For freeze dried vaccines:
The VVM shall be attached to the vaccine vial or ampoule, remaining readily observable until the vial or ampoule is opened but not observable after opening. Prior to opening, the VVM should be removable: it should resist removal from the vaccine vial as much as a label meeting current requirements.

Safety
The performance of the VVM shall not be able to endanger human health. The materials of the VVM shall be non- toxic and non-irritant. The VVM should meet any requirements in force concerning toxicity of labels or packaging in the country of manufacture.

Annex II: Temperature Monitoring Devices

Table 1: Specifications of the electronic devices for all national and international shipments

Storage temperature Range:	-20^{0}C to +70^{0}C
Operating temperature Range:	-20^{0}C to +55^{0}C
Display visibility Range:	-10^{0}C to +55^{0}C
Temperature measuring accuracy	± 0.5^0 C or better
Time measuring accuracy	± 10 seconds per day, or better
Initial delay (see point 2 below)	1 hour
Recording period	10 days
Storage before START	minimum of 18 months
Data retention after STOP	minimum of 6 months

A For specific devices with these features, refer to the WHO web site:
http://www.who.int/vaccines-access/vacman/pis/pqs.htmthe

The electronic devices should, at a minimum, meet the specifications outlined in Table 1 (above) and have the functions outlined below.

1) A "start" function to activate the device at the time the carton is being loaded with vaccine.
2) A "stop" function to allow the recipient to stop the recording when the vaccine arrives at its destination.
3) A one hour "initial delay" function so the device can acclimatize to the temperature inside the shipping carton before it starts recording.
4) A "history" function to provide details of violations of the temperature limit in terms of time, range and duration. This function is primarily to provide information for the use of the procurement agency.
5) A liquid crystal display (LCD) screen to provide a visual display of the information and also to show the symbol that indicates whether the device is functional or not. This symbol, and also the alarm indicator, should be static (i.e. should not flash or blink) so as to be visible when the screen is scanned or photocopied for documentation purposes.
6) An alarm set according to WHO's recommended settings (see Tables 2 and 3 below).

Table 2: WHO-recommended alarm settings for national/international shipments of DTP, DT, TT, HepB and combination vaccines

Temperature	Alarm type	Period for triggering the alarm
45^{0}C	single event	1 hour
30^{0}C	cumulative	10 hours
-0.5^{0}C	single event	1 hour

Table 3: WHO-recommended alarm settings for all national and international shipments of OPV and freeze-dried BCG, measles, MMR vaccines

Temperature	Alarm type	Period for triggering the alarm
45^0C	single event	1 hour
30^0C	cumulative	10 hours
10^0C	cumulative	20 hours

Vaccine manufacturers are required to validate their packaging twice for a period of 48 hours:
i) at ambient temperatures under +43^0Cand
ii) at ambient temperatures under-5^0C.

This validation is critical to ensure that the packaging complies with the above requirements and will not set off an alarm.

Batteries for electronic devices do not perform under extremely cold temperatures, such as when vaccines are being transported with dry ice.

Each electronic device should be attached to a backing card that includes the information outlined below, in the appropriate language.

1. The type of device:
Type 1: for DTP, DT, TT, HepB and combination vaccines
Type 2: for OPV and freeze-dried BCG, measles, MMR vaccines

2. For the person packing/sending the shipment:
a) Instructions on how to activate the device;
b) A reminder that one device must be placed in each shipping carton;
c) Space for the following information to be entered:
- the supplier's name;
- date and time of the packing;
- vaccine purchase order number;
- vaccine type.

3. For the person receiving the shipment:
a) Instructions on how to stop the device;
b) Illustrations to show information on the LCD screen – how it will indicate problems/no problems and the alarm-status display;
c) Tables 4 and 5 (below) showing what to do.

Table 4: Information to be displayed on the backing card of electronic device – Type 1 (for DTP, DT, TT, HepB and combination vaccines)

Alarm temperature	What to do with vaccines
45^0C	Contact Consignee
30^0C	Contact Consignee
-0.5^0C	Conducts shake tests. USE vaccine if passes. Inform Consignee of test results.

Shake test guidelines can be found on Guidelines on the international packaging and shipping of vaccines. WHO 2005; Department of Immunization, Vaccines and Biologicals. WHO/IVB/05.23.

Table 5: Information to be displayed on the backing card of electronic device – Type 2 (for OPV and freeze-dried BCG, measles, MR, MMR, lyophilized Hib, yellow fever and meningitis vaccines)

Alarm temperature	What to do with OPV	What to do with other vaccines
45^0C	Contact Consignee	Contact Consignee
30^0C	Contact Consignee	Contact Consignee
10^0C	Contact Consignee	Accept

SPECIFICATIONS:

Alarm setting	Type 1: for vaccine: DTP,DT, TT, Hep B and combination vaccines		Type 2: for vaccine: OPV, freeze dried BCG, measles and MMR	
	>=+45^0C	1 hour single	>=+45^0C	1 hour single
	>=+30^0C	10 hours cumulative	>=+30^0C	10 hours cumulative
	>=-0.5^0C	1 hour single	>=+10^0C	20 hours cumulative
Initial start delay	1 hour		1 hour	

MODEL INSERT

Hepatitis-B Vaccine

DESCRIPTION:
Hepatitis B virus vaccine may exist in two forms, i.e. as an inactivated (plasma-derived) vaccine and as a recombinant (DNA) vaccine. Hepatitis B vaccine contains not less than 20mcg of hepatitis B surface antigen per ml.

ADMINISTRATION:
The vaccine should be injected intramuscularly. The preferred site of injection is outer mid-thigh (infants)/outer upper arm (children and adults). (An injection into a child's buttocks may cause injury to the sciatic nerve and is not recommended.)

It must not be injected into the skin as this may give rise to a local reaction. 1 dose is 0.5 ml. A sterile needle and sterile syringe should be used for each injection. Once opened multi-dose vials should be kept between $+2^{0}$C and $+8^{0}$ C. Opened vials of vaccine may be used in subsequent immunization sessions until, a new shipment of vaccine arrives providing that the conditions described in WHO/EPI/LH15/95.1 are met.

IMMUNIZATION SCHEDULE:
By intramuscular injection (Anterolateral part of thigh); when given as part of a primary immunization starting at 6 weeks of age. Three injections are given at monthly intervals. In all institutional deliveries a dose at the time of birth as early as possible and preferably within 24 hours.

SIDE EFFECTS:
Local soreness and redness, rarely anaphylactic reaction

CONTRAINDICATIONS:
Anaphylactic reaction to a previous dose

STORAGE:
HepB vaccine should be stored and transported between $+2^{0}$C and $+8^{0}$C. IT MUST NOT BE FROZEN.

PRESENTATION:
The vaccine comes in vial of 10 doses.

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Note: -

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 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.

ANNEXURE - B

PREPARATION & SUBMISSION OF e-BIDS

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

- **Format and Signing of e-Bids**
  - The Bidder shall prepare one electronic copy for thee-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 portalhttp://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 first by the Committee members in the office of UPMSCL,Lucknow.
  - UPMSCL will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at schedule date, time and place mentioned in bid document. After evaluation of technical e-Bids, UPMSCL shall upload the summary of evaluation of technical bid of the bidders as per the Qualification Requirements for selection as qualified bidder and further qualified bidder will be considered for opening of their financial e-bids.
  - "**Scrutiny of technical documents may be done in the presence of Tenderers/Authorized representatives who chooses 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. Pre Contract integrity pact
XV. Sample Agreement
XVI. Bank Guarantee format for Performance Security.
XVII. Committed Quantity for UPMSCL

Format – I

INFORMATION ABOUT BIDDER

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

Format – II

PARTICULARS OF TENDER FEE DEPOSITED
(To be submitted along with technical bid)

i) Reference No. of Bid:

ii) Particulars of Tender fee:-

a) RTGS/e- Transfer Reference No. _____

b) Date on which transfer made_____

c) Transferred Amount Rs ---------- only.

d) Name and address of Bank through which transfer made----------

e) Name and address of the bidder:

iii) PAN No:
(Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)

iv) GST No:
(Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

_____
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME_____

DESIGNATION_____

NAME OF THE FIRM/BIDDER_____

STAMP OF THE FIRM/BIDDER_____

Format – III

PARTICULARS OF EMD DEPOSITED
(To be submitted along with technical bid)

i. Reference No. of Bid:

ii. Particulars of EMD submitted:-

iii. RTGS/e- Transfer Reference No. _____

iv. Date on which transfer made_____

v. Transferred Amount Rs. ----------only (Rupees…..... only).

vi. Name and address of Bank through which transfer made----------

vii. Name and address of the bidder:

viii. PAN No:

ix. (Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)

x. GST No:

xi. (Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

_____
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME_____

DESIGNATION_____

NAME OF 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 Ltd.
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar
Extension, Lucknow, Uttar Pradesh-226010

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

Turnover in the year of 2023-24 RS.
Turnover in the year of 2022-23 RS.
Turnover in the year of 2021-22 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 last three years (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 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 AUTHORIZEDREPRESENTATIVE

NAME_____

CANo_____

NAME OF THEFIRM_____

STAMP OF THEFIRM _____

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 THEFIRM/BIDDER_____

STAMP OF THEFIRM/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

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 byus.

IN WITNESSWHEREOFWE,_____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTEDTHIS POWER OF ATTORNEY ON THISDAYOF_____, 20.

For

……

(Signature)

Witnesses:

(Name, Title and Address)

1.

2.

[Notarised]

Attested photo of authorized Person

Accepted

……

(Signature)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

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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**)			

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

CONTRACT

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

Between

Uttar Pradesh Medical Supplies Corporation Ltd company incorporated in the Republic of India registered under the Companies Act, 2013 and having its registered office at..... and Having GST No._____hereinafter referred as the "***Purchaser***", which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the ONE PART:

and

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

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

NOW THIS **CONTRACT** WITNESSED AS FOLLOWS:

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

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

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

(b) The Schedule of Requirements;

(c) The Specifications and other quality parameters;

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

(e) The General Conditions of Contract;

(f) The Specific Conditions of Contract; and

(g) The Purchaser's offer Letter

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

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

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

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

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

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

List of Drug(s) under Contract

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

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

Signed, Sealed and Delivered by the

said .....(For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by

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

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

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

FORMAT-XVI

Bank Guarantee Format for Performance Security

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

WHEREAS ..... (name and address of the supplier)(hereinafter called "the supplier")
has undertaken, in pursuance of contract no……. dated ……. to supply (description of drugs) (herein after called "the contract").
AND WHEREAS it has been stipulated by UPMSCL in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures),and we undertake to pay you, upon your first written
demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between UPMSCL and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change,
addition or modification.

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

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

Name and designation of the officer

…….
Seal, name and address of the Bank / Branch

FORMAT-XVII

Committed Quantity for 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 (one year)	Estimated Bid Quantity as per Annexure-A Schedule of requirement
1							
2							