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: quality@upmsc.in, Tel. no. 0522-2838102

e - TENDER FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE ANALYSIS OF DRUGS

LAST DATE FOR ONLINE SUBMISSION OF TENDER : 29.08.2023

e - TENDER FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE ANALYSIS OF DRUGS

e- TENDER SCHEDULE

TENDER REFERENCE	:	**Ref.: UPMSCL/QC-004/040/23-24,Dated: 05.08.2023**
TENDER WEBSITE	:	**http:etender.up.nic.in**
DATE AND TIME OF UPLOADING TENDER	:	05 August ,2023, at 17:00 Hrs.
DATE AND TIME OF DOWNLOADING THE TENDER	:	05 August ,2023, at 17:30 Hrs.
LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER	:	29th August, 2023, UPTO 15:00 Hrs
PRE-BID MEETING	:	16 August, 2023, 14:30 Hrs at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 (Before Pre-BID meeting, all Bidder's should send BID related query online through e-mail ID quality@upmsc.in till 15.08.2023 (17:00 Hrs)
DATE AND TIME OF OPENING OF **TECHNICAL BID-COVER 'A'**	:	29th Aug, 2023 at 15:30 Hrs at UPMSCL Office, Lucknow.
DATE AND TIME OF OPENING OF **FINANCIAL BID- COVER 'B'**(PRICE/ BOQ)	:	Date shall be declared on website www.etender.up.nic.in and www.upmsc.in
DATE OF COMPLETION OF EXAMINATION OF FINANCIAL BID (PRICE/BOQ)	:	Date shall be declared on website www.etender.up.nic.in and www.upmsc.in
VALIDITY OF TENDER	:	180 DAYS
OPENING OF TENDER	:	**Online on http://etender.up.nic.in**
ADDRESS FOR COMMUNICATION	:	**Uttar Pradesh Medical Supplies Corporation Ltd**., SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow -226002 (UP) India
TENDER PROCESSING FEES	:	Rs. **5,900/-**(Rupees Five thousand nine hundred only) Inclusive Of GST (Non - Refundable), through RTGS /NEFT

MANAGING DIRECTOR, UPMSCL

Contents

SECTION I

DESCRIPTION, DIRECTIVE & ABBREVIATIONS

SECTION- I

DESCRIPTION, DIRECTIVE & ABBREVIATIONS

(1) **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.

(2) The Managing Director, **Uttar Pradesh Medical Supplies Corporation Ltd**, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar, Extension, Lucknow-226002, (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites **e -Tender for the Empanelment of Analytical Testing Laboratories for the Analysis of Drugs,** for a period of **Two Year** from the date of agreement of the Tender. The tender may be extended for a further period of **six months** on mutually agreed terms.

(3) Tender documents may be viewed or downloaded online by interested and eligible tenderers from the website **www.upmsc.in or http://etender.up.nic.in** on mentioned dates after online payment of Tender Fees of Rs. **5,900/-**(Rupees Five thousand nine hundred only) Inclusive Of GST (Non - Refundable), through RTGS /NEFT into the account of UPMSCL.

(4) Tenderers can submit their tender online at **www.upmscl.in** or **http://etender.up.nic.in** on or before the "Last date and time mentioned.

(5) Language of BID ; English

(6) Bidder ; Analytical Laboratory participating in Tender process for Analysis.

(7) All tenderes must be accompanied with Earnest Money Deposit. Scanned copy of the Earnest Money Deposit instrument should be uploaded online with the tender. **The Earnest Money Deposit** shall be **Rs.80,000/-(Rupees Eighty thousand only)** which should be deposited online through RTGS/NEFT into the account of UPMSCL, Lucknow. The Earnest Money deposit in any other form will not be accepted.

(8) It is essential to submit the original documents of tender fees, EMD, in sealed envelope at the office of UPMSCL, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar, Extension, Lucknow-226002, as per e-Tender Schedule.

(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 from last date of bid submission. Prior to expiration of the BID validity,the Tender inviting authority may request the tenderer to extend the bid validity for

further period as deemed fit.

(12) Validity of contract : Two Year as per agreement.

(13) The venue for Pre-bid meeting, opening of Technical Bid and Financial Bid shall be Office of Uttar Pradesh Medical Supplies Corporation Limited, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002.

(14) All further notifications/amendments, if any shall be posted on **www.upmsc.in or http://etender.up.nic.in** only. No separate communication shall be made with the individual tenderers. 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.

(15) Address for communication: **Uttar Pradesh Medical Supplies Corporation Limited**
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,
Lucknow-226002
E-mail:- quality@upmsc.in

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ABBREVIATIONS

UPMSCL	Uttar Pradesh Medical Supplies Corporation Ltd.
EMD	Earnest Money Deposit
TIA	Tender Inviting Authority
MD	Managing Director
WHO	World Health Organization
GMP	Good Manufacturing Practices
QA	Quality Assurance
COA	Certificate of Analysis
SQ	Standard Quality
NSQ	Not of Standard Quality
PO	Purchase Order
LD	Liquidated Damage
GLP	Good Laboratory Practices
IP	Indian Pharmacopeia
BP	British Pharmacopeia
USP	United States Pharmacopeia
IHS	In-House Specification
NABL	National Accreditation Board for Testing and Calibration Laboratories
GST	Goods & Services Tax
RTGS	Real Time Gross Settlement
NEFT	National Electronic Fund Transfer
DSC	Digital Signature Certificate
EDL	Essential Drug List
Non - EDL	Non - Essential Drug List

SECTION II

IMPORTANT INFORMATION FOR BIDDERS

IMPORTANT INFORMATION FOR BIDDERS

1. ELIGIBILITY CRITERIA

1.1. Analytical laboratory should have valid license for the analysis of drugs under the Drugs and Cosmetics Act, 1940 and Rules there under (including amendments in force currently) from the concerned State Drug Licensing Authority and should comply with provisions prescribed under Schedule L-1 of Drugs and Cosmetics Rules, 1945. The tenderer shall provide a valid certificate from regulatory authority in this respect.

1.2. Analytical Laboratory should be accredited by "National Accreditation Board for Testing and Calibration Laboratories" (NABL) and such accreditation should be valid on the date of submission of tender. Government Laboratories are exempted from NABL accreditation. The tenderer should submit valid certified copy of Accreditation along with category wise approved scope issued by NABL The laboratory should have NABL accreditation (Category wise approved Scope as per **Format- XIV**) for pharmaceuticals Formulation prescribed in the IP, BP,USP or other recognized Pharmacopoeia currently in force with respect to the drugs mentioned in **Annexure-XI, XII**. For Non- Pharmacopoeial products the Laboratory using Non- Pharmacopoeial protocols should have NABL accreditation for tests being carried out by the Laboratory.

1.3. Analytical Laboratories should have three years experience in the analysis of drugs as mentioned **Annexure- XI, XII.** Analytical Laboratory should provide a certificate issued by Chartered Accountant /Licensing Authority. All documents related to experience should be annexed as **Annexure no-X**)

1.4. Analytical laboratory should have average annual turnover of Rs 25 Lakhs for last three Financial years i.e. 2020-2021, 2021-2022 and 2022-2023. Government Laboratories are exempted from turnover clause.(As per Format- V)

1.5. Notarized photocopy of GLP (Good laboratory practice) Certificate issued by the state drug licensing authority **(Annexure No.VI).**

1.6. Notarised copy of non-Conviction certificate issued by drug licencing authourity /comptent authority of concern state (Issued within 6 month prior to opening of tender) for all premises **(Annexure- VII)**

1.7. A declaration that the tenderer has not been blacklisted debarred by any central/State Government organization and that the tenderer has not been convicted by any court of law violation under drug and cosmetic act and rules there under (As per **Format -VI**).

1.8. Agents of Analytical Laboratories are not eligible to participate in the tender.

1.9. Analytical Laboratory which is engaged in the manufacturing activity, shall not be eligible to participate in the tender.

2. EARNEST MONEY DEPOSIT (EMD)

2.1. The Earnest Money Deposit shall be **Rs.80,000 /-**(Rupees Eighty thousand only) which should be deposited online through RTGS/NEFT into the account of UPMSCL. The Earnest Money deposit in any other form will not be accepted.

2.2. 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. EMD shall be submitted online through RTGS/NEFT to the account details mentioned below and receipt of the same shall be uploaded in e-Tender portal along with other documents. EMD shall be deposited from bank account of bidder only. Following are the Bank details for transaction.

Account Holder Name	U.P Medical Supplies Corporation Limited
Bank Name	State Bank of India
Branch	U.P Civil Secretariat Lucknow
Account No.	39366886265
IFSC code	SBIN0006893

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

2.3 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.

2.4 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.

2.5 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 Managing Director'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 **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

5.1. TECHNICAL BID-COVER-A:

The tenderer should submit the Technical Bid online. The tenderer shall submit a checklist of documents enclosed with page no. in the enclosed proforma in **Format - I.**

The following shall constitute Technical Bid:

5.1.1. Description of Bidder & Details viz. Name and address etc of the laboratory in proforma enclosed **:** Should include the information asked in **(Format – II).**

5.1.2. Copy of e-Transfer Receipt for submission of tender processing fee along with **Format – III**

5.1.3. Copy of e-Transfer Receipt for submission EMD with **Format - IV**/ Copy of exemption certificate

5.1.4. Notarized Photocopy of Analytical Laboratory License valid on the date of submission of tender and a validity certificate issued by the concerned State Drug Licensing Authority **(Annexure-II).**

5.1.5. Notarized photocopy of NABL Accreditation **(Annexure-.III).**

5.1.6. Notarized photocopy of scope approved by NABL and List of Pharmaceutical Formulations for which accreditation is available**. (Annexure-IV).**

5.1.7. Notarized photocopy of GST (Goods & Services Tax) registration certificate **(Annexure – V).**

5.1.8. Notarized photocopy of GLP (Good Laboratory Practice) Certificate issued by the State Drug Licensing Authority **(Annexure-VI).**

5.1.9. Experience Certificate of Analysis of Drugs **(Annexure – X)**

5.1.10. The list of qualified personnel employed in the laboratory on the enclosed proforma **(Format - X).**

5.1.11. The list of sophisticated instruments and Equipments available (Numbers) in the laboratory with make, model, date of installation and last calibration date on the proforma enclosed as **(Format – XI).**

5.1.12. Microbiological testing facilities available in the laboratory on the proforma enclosed as **(Format –XII).**

5.1.13. A declaration in the prescribed proforma duly signed for the acceptance of the tender conditions (As per **Format –XIII**) .

5.1.14. The details of Drugs, (along with item code) quoted for analysis should be given in **Annexure XI (EDL), XII** (**Non - EDL Drug List).**

(Please note that this list should not mention the testing charges).

5.1.15. Details of the Name, Address, Telephone Number, e-mail address of the Managing Director, Partners, Proprietor of the Analytical laboratory should be provided on proforma enclosed **(Format–XV).** As documentary evidence for the constitution of the Company/firm such as Memorandum and Articles of Association/ partnership deed (notarised) etc. should be submitted. The Government Laboratories and laboratories of educational institutions of repute shall submit Name, address, telephone number, fax number and e-mail address of the person-in-charge of the laboratory.

5.1.16. List of Clientele of the laboratory for whom they did analysis in the previous year (2022-2023) duly certified by Chartered Accountant **(Annexure –IX).**

5.1.17. Letter of Authorization (As per **Format – XVI).** Any agent will not be authorized to sign the tender documents on behalf of the Company.

5.1.18. Notarized copy of Non-Conviction certificate issued by the Drug Licensing Authority/Competent Authority of the concerned State (Issued within 6 months prior to opening of the Tender) for all premises. **(Annexure – VII).**

5.1.19. Average Annual turnover statement certified by the auditors for the last three years, i.e., 2020-2021, 2021-22 and 2022-23 **(** As per **Format - V).**.

5.1.20. A declaration that the tenderer has not been blacklisted/debarred by any State/Central Government Organization and that the tenderer has not been convicted by any Court of Law for violations under Drugs and Cosmetics Act and Rules thereunder **(** As per **Format – VI).**.

5.1.21. The Tenderer should submit an undertaking that they will retain residual sample for six months after submission of report and agree to undertake analysis in the presence of the representative(s) of UPMSCL in case of doubt or otherwise (As per **Format - XVII)**.

5.1.22. Copy of firm's PAN card **(Annexure – VIII)**

5.1.23. Bank Details of the Bidder**. (**As per **Format – VII**)

5.1.24. Letter of authorization **(**As per **Format – XVI)**

5.1.25. Other documents for establishing eligibility of bidder

5.1.26. Any other documents if asked by TIA before last date of bid submission.

5.1.27. Proforma for Performance Statement **(Format – IX)**

Note:

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

ii. ***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***.

5.2. PRICE BID (COVER-B)

5.2.1. The Price bid has to be submitted online in excel format. The bid submission date and time will be as per " e-tender Schedule".

5.2.2. The tenderer should submit Price Bid by quoting the rate of Testing Charges for the complete analysis of "**Single Sample**" of an item and not for individual test to be performed on the sample. The tenderer shall quote testing charges on the basis of all tests to be performed on the sample as per specifications mentioned.

5.2.3 Tenderer have to quote the same rate in their financial bid for the same type of formulations of drugs regardless of the concentration of the ingredients of the sample. For Single Drug, example i.e. (1) Drug "A" having Strength 250 mg & 500 mg, must be quoted the same rate in financial bid. For Combination Drug, example i.e. (2) sample X, having the composition formula of { a -50mg + b-200mg + c-150 mg} and the sample Y, having the composition formula of {a-100mg + b-250 mg + c-500 mg}(here a, b & c are supposed to be the ingredients of samples) must be quoted the same rate in financial bid. If any bidder ignore it and quotes two different rates for such type of the composition formula, only the lower rate between/among them bill be accepted.

5.2.4. The **rates quoted** should be **inclusive of all taxes**. The quoted rates should be specific and should be furnished both in figures and words. In case of discrepancy between figure and words, the rates quoted in words will only be considered.

5.2.5. The rates quoted and accepted will be binding on the tenderer for the stipulated period and on no account any revision will be entertained till the completion of the agreement period.

5.2.6. Any taxes to be deducted at source by UPMSCL at the rate fixed by the appropriate Govt. i.e. State/ Central shall be deducted at the time of payment against the services.

5.2.7. The bid submission date/time could be amended at the discretion of Tender Inviting Authority in case of technical problems. Tender Inviting Authority will not be responsible in any way for any delay.

5.2.8. Rate quoted **should be filled in downloaded BOQ of this tender and then uploaded.** (Sample BOQ indicated in **Format – XX** for reference only)

6. EVALUATION CRITERIA

6.1. Tender of the two covers submitted by each tenderer, Cover "A" (Technical Bid) Will be opened first, at the Office of Uttar Pradesh Medical Supplies Corporation Limited

,SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 in the presence of Tenderers / Authorized representatives of the tenderers who chooses to be present. After Scrutiny of the documents and the information furnished in Cover "A" and Confirmation of details stated therein, a list of eligible laboratories will be shortlisted.

6.2. 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.

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

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

6.4. Finalization of Analytical Laboratory

6.4.1. List of technically qualified bidders & non-qualified bidders (with reasons) shall be published as provisional list on the official website of Corporation. A window period of **2 days** from date of publication of provisional list shall be given for submission of grievance by disqualified bidders, if any & the same

shall be addressed. No representation shall be entertained after the prescribed window period. The final list of technically qualified & disqualified bidders then shall be uploaded in UPMSCL website with due approval of MD, UPMSCL.

6.4.2. 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. 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

7.1. **Award Criteria :** After complete Evaluation of tender, Qualified Analytical Laboratories will be empanelled after agreement for analysis of drugs (formulation Wise) for two years and also for rate contract for drug testing as per list of annexed drugs in the tender document. Rate contract for drug testing will be awarded to the qualified Bidder whose bid has been determined to be the lowest evaluated bid (L-1 rate Bidder).

7.2. **Multiple Analytical Laboratory Empanelment:** MD, UPMSCL shall have the rights to call other eligible bidders those are willing to match L-1 rates. If such analytical laboratories are found, then MD, UPMSCL shall have right to empanel other analytical laboratories (matching L-1 rate bidder) for Drug testing.

7.3. Drug batch sample will be sent to L-1 rate bidder and matching L-1 rate bidder equally as per DVDMS Portal provision.

7.4. The Tender Inviting Authority, Uttar Pradesh Medical Supplies Corporation Limited reserves the right to accept or reject any tender for any one or more of the items tendered for, without assigning any reason.

7.5. In case of addition of new drug/(s) (Apart from the list mentioned in tender document), a limited tender among these empanelled laboratories for the relevant category only would be floated to select the drug testing rate. Rate contract for drug testing will be awarded to the qualified Bidder whose rate has been determined to be the lowest (L-1 Rate). Opportunity will be given to other empanelled analytical laboratories by TIA to match L- 1 rate. Rate contract for drug testing will be awarded to matching L-1 bidder also. Duration of rate contract of L-1 and matching L-1 bidder will be valid up to last date of agreement of empanelled laboratories. Apart from above, separate tender may be floated for newly added drugs.

***Note**: No bidder shall try to influence the Tender Inviting Authority 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 TIA in the Bidder's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.*

8. BIDDER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

The Bidder's 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 TIA action.

9. ISSUE OF NOTIFICATION OF AWARD

The issue of Notification of Award shall constitute the intention of the TIA to enter into contract with the bidder. The TIA 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 21 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.

The UPMSCL will reject the tenders of blacklisted laboratories, in accordance with Blacklisting Procedures for Analytical Laboratory and right to reject those whose past performance with UPMSCL is poor.

10. AGREEMENT

10.1. All tenderers who are empanelled will have to execute an agreement on a non-judicial stamp paper of value Rs. 100/-(stamp duty to be paid by the tenderer), in favour of Managing Director, Uttar Pradesh Medical Supplies Corporation Limited, Lucknow.

10.2. After complete evaluation of tender, qualified Analytical Laboratories will be empanelled after agreement for analysis of drugs (formulation Wise) for two years and also for rate contract for drug testing as per list of annexed drugs in the tender document. A written agreement shall be executed between UPMSCL & the Analytical Laboratory to whom empanelment is awarded.

10.3. Tenderer has to execute the agreement (As per the **Format-XIX** for Agreement) within 21 days from the date of receipt of the intimation by Tender Inviting Authority informing that their tenders have been accepted.

10.4. If the successful tenderer fails to execute the agreement and payment of Performance security within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the agreement, the empanelment will be cancelled and the Earnest Money Deposit of the tenderer shall stand forfeited. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, Uttar Pradesh Medical Supplies Corporation Limited whose decision shall be final.

11. PERFORMANCE SECURITY

11.1. The successful tenderers shall be required to pay a performance security of **Rs. 2,00,000/-** (Rupees Two Lac only) at the time of execution of Agreement.

11.2. 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. Performance security will 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 **36 month's validity.**

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

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 Testing of the drugs procured by UPMSCL.
- **Tender Document** - means the document published by the Tender Inviting Authority containing the data identifying the Analytical Laboratory, the drugs to be analyzed, which includes specifications, and general & specific 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.
- **Drug -** means and includes, substances defined as "Drug" in the Drugs and Cosmetics act 1940.
- **L1 rate** - means the lowest rate declared by the Tender Inviting Authority for complete testing of drug 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 drug Testing and agreed to abide by the terms and conditions of the Tender Document.
- **Letter Of Intent –** is an intimation informing the successful bidder, the no. of drugs awarded for testing for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- **Empanelled laboratory** - Drug testing laboratory approved under the Drugs and Cosmetics Rules, selected by the Tender Inviting Authority after complete tender evalution for the purpose of conducting analytical testing of drugs supplied by the suppliers.

2. DIRECTIVES TO EMPANELLED LABORATORIES REGARDING COMPLETE ANALYSIS OF SAMPLES AND REPORTING :

2.1. Each Empanelled Analytical Laboratory shall be provided with a Log-in ID & Password for registering to software system DVDMS adopted by UPMSCL.

2.2. Sample of Drug batches will be sent to Analytical Laboratory by courier, after auto selection of empanelled analytical laboratories through DVDMS portal.

2.3. If any sample is received in a damaged condition by the laboratory, the sample should not be analysed and the information should be sent immediately to the UPMSCL e-mail **quality@upmsc.in**.

2.4. If any circumstances viz. break down of instrument, non-availability of reference standard etc. the Analytical Laboratory is unable to undertake the analysis of a sample, the same should be reported to UPMSCL e-mail within 24 hours of receipt of the sample and the sample should be returned to the Manager (Quality Control), UPMSCL immediately.

2.5. The analysis will be carried out as per Pharmacopoeial monographs with the use of Pharmacopoeial Reference Standards if the product sample is official in the IP, BP, USP, IHS or other recognized Pharmacopoeia For products which are not official in the current edition or the previous edition of IP, BP, USP,IHS or other recognized Pharmacopoeia the laboratory may use methods that are validated as per ICH guidelines. The validation protocols and Master list of

reference standards shall be made available for examination to the inspecting officials deputed by UPMSCL as and when required.

2.6. The analysis will be carried out on the calibrated equipments and the laboratory will provide the Master list of calibration for the examination to the inspecting officials deputed by UPMSCL as and when required.

2.7. On empanelment and entrustment of job, the Analytical Laboratory should furnish the test reports within:

2.7.1. 10 days of receipt of samples in case of Tablets, Capsules, External Preparations, Liquid Oral Preparations.

2.7.2. 21 days of receipt of samples in case of I.V. fluids, Small volume injectables, Eye/ear drops, Disinfectants and those items requiring microbiological testing.

2.8. For any delay more than the period stipulated in clause 2.7.1. and 2.7.2. as the case may be, 0.25% of the testing charges per week (Maximum up to 10%) and the part thereof would be deducted as penalty.

2.9. The laboratory shall provide proper facilities for storage of samples so as to preserve the properties of drugs after receipt of sample from UPMSCL and their testing.

2.10. The laboratory shall retain residual sample for six months after submission of report and agree to undertake analysis in the presence of the representative(s) of UPMSCL in case of doubt or otherwise.

2.11. The results obtained in the analysis should be mentioned in figure wherever possible.

2.12. "**COMPLIES**" or "**PASS**" in the result column of the test report will be treated as **incomplete report**, if the result has some value. Every test report must have specific Opinion i.e. **Standard Quality** or **Not of Standard Quality** or **Misbranded or Spurious.**

2.13. Test reports should be printed on A 4 size paper of good quality.

2.14. The test reports shall be issued in accordance with the requirements prescribed in NABL Policy for Use of NABL Symbol/Claim of Accreditation.

2.15. All test reports should be submitted to UPMSCL in **triplicate** and test report should be uploaded in DVDMS Portal. At the time of report upload, Analytical laboratory should upload “Tax Invoice” also. In case of failure of a sample, the result must be communicated immediately to the Manager (Quality Control), UPMSCL through Phone & E-mail and test report should be sent with protocols of analysis and Spectra/chromatograms, if any.

2.16. The test report shall be issued on the format prescribed in the Drugs and Cosmetics Rules, 1945 for Analytical Laboratories but in lieu of name and address of the manufacturer, they will mention the code no. of the sample as mentioned by UPMSCL for the sample.

2.17. Quality of Testing shall be given highest priority. Managing Director/ General Manager (Quality Control), Uttar Pradesh Medical Supplies Corporation Limited or authorized representatives may inspect any empanelled laboratory, at any stage after acceptance of the Bid or Award of Contract or during the continuation of the tender and terminate / cancel its empanelment or any orders issued to the laboratory or not to entrust with any further analysis/testing to the laboratory based on facts brought out during such inspection and decisions of Managing

Director, UPMSCL shall be final and binding. In event of decision for inspection, the bidders must extend full cooperation to the team to enable them to inspect.

2.18. Analytical Laboratory will carry out all the test required **(Physical, Physiochemical, ,Chemical and Biological Test)** for pharmaceutical preparation as per IP,BP,USP,IHS etc. Incomplete analysis & Incomplete Test report of any sample will not be accepted and will not be considered for payments apart from penal actions.

2.19. The Laboratory shall not, at any time, assign, sub-let or make over the present agreement or the benefits thereof or any part thereof, to any person or persons whomsoever.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Bidder shall not, without the TIA prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample, or information furnished by or on behalf of the TIA in connection therewith, to any person other than a person employed by the Bidder 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. BLACKLISTING OF ANALYTICAL LABORATORY

4.1. Non performance by any tenderer with respect to empanelment conditions will disqualify a laboratory to participate in the tender of UPMSCL for maximum period of up to two years.

4.2. To assess the correctness of the test results being given by the Empanelled laboratories, at random, UPMSCL can exercise the option of witness testing by its authorized representatives from the residual sample or alternatively the remaining samples may be sent to the Government Analyst, U.P. for testing and if any variation is found the result would be informed to empanelled laboratories. If there is any variation in the test data more than 5% in the analytical reports furnished by the empanelled laboratories (either pass or fail) with the Government Analyst, U.P. laboratory for 3 times in assay and 4 times for parameters other than assay for any drug in a year, the empanelled laboratory will be blacklisted for a maximum period of **two years** besides forfeiture of the performance security after following the due process.

4.3. If it is revealed that the Analytical Laboratory is involved in any form of fraud and collusion with the suppliers to UPMSCL, the Analytical Laboratory will be blacklisted for maximum period of **Five years**. The tenderers shall also be liable for action under criminal law and the matter will be notified to the concerned State's Drug Control department for penal action against them.

4.4. If it is found that the empanelled Laboratory has, at any time, assigned, sub-let or made over the present agreement or the benefits thereof or any part thereof, to any person or persons the Laboratory shall be blacklisted for a period of maximum period of **two years**.

5. PENALTY CLAUSE

5.1. If the successful tenderer fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender or owing to any other reasons, the tenderer is unable to undertake the agreement, the empanelment will be cancelled and the Earnest Money Deposit deposited by the tenderer shall

stand forfeited by the Uttar Pradesh Medical Supplies Corporation Limited. Such tenderer(s) will also be liable for all damages sustained by the Uttar Pradesh Medical Supplies Corporation Limited, by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority/ Managing Director, Uttar Pradesh Medical Supplies Corporation Limited whose decision shall be final.

5.2. On empanelment and entrustment of job, the Analytical Laboratory should furnish the test reports within:

5.2.1. 10 days of receipt of samples in case of Tablets, Capsules, External Preparations, Liquid Oral Preparations.

5.2.2. 21 days of receipt of samples in case of I.V. fluids, Small volume injectables, Eye/ear drops, Disinfectants and those items requiring microbiological testing.

5.2.3. For any delay more than the period stipulated in clause 5.2.1. and 5.2.2. as the case may be, 0.25% of the testing charges per week (Maximum up to 10%) and the part thereof would be deducted as penalty.

6. PAYMENT TERMS

6.1. No advance payment towards any analysis will be made to the empanelled tenderer.

6.2. No payment will be made for the incomplete analysis or incomplete report.

6.3. Payments towards the analysis of drugs and other items will be made as per rates approved along with taxes applicable at the time of payment and strictly as per rules of the Uttar Pradesh Medical Supplies Corporation Limited.

6.4. Payment will be made centrally by the Tender Inviting Authority of UPMSCL by RTGS/ NEFT into the account of empanelled laboratory.

6.5. The payment shall be released after receipt of claim from laboratory upon submission of Test Reports for the samples tested and soft copy of related spectra/chromatograms, if any.

6.6. All bills/invoices should be raised in duplicate in the name of the Managing Director, Uttar Pradesh Medical Supplies Corporation Limited.

7. PRICES

7.1. Prices charged by the Analytical Laboratory for Drug batch testing shall not be higher than the prices quoted by the Analytical Laboratory in his Bid.

7.2. In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the TIA reserves the right to ask for reduction in the prices.

7.3. Prices once fixed will remain valid during the entire empanelled period. Increase of Taxes and other statutory duties will not affect the price during this period.

7.4. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the Analytical Laboratory's account. However, benefit of any decrease in these taxes/duties shall be passed on to the UPMSCL's account by the Supplier.

7.5. In case the Bidder intends to Test the Drugs 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.

8. FORCE MAJEURE

8.1. For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder'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 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.**

8.2. The successful bidder 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.

8.3. If a Force Majeure situation arises, the Bidder shall promptly notify the TIA in writing of such a condition and the cause thereof with satisfactory documentary proof, within twenty-one (21) days of occurrence of such event. The time for testing of samples may be extended by the Tender Inviting Authority at its discretion for such period as may be considered reasonable. Unless otherwise directed by the TIA in writing, the Bidder 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 is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful bidder accordingly.

9. RECOVERY OF DUES TO THE UPMSCL, FROM THE LABORATORY

9.1. All expenses, damages and other dues payable to the UPMSCL by the Laboratory under any provisions of this Agreement may be recovered from the amounts due or subsequently becoming due from the UPMSCL to the Laboratory under this or any other Agreement. In case such amounts are insufficient to fully cover such expenses, damages or other dues payable, it shall be lawful for the UPMSCL to recover the balance amount from the Performance Security of the Laboratory and all other money held by UPMSCL, and in such case if Performance Security is insufficient, then it shall also be lawful for the UPMSCL to recover the residue of the said expenses, damages and dues, if necessary, by resorting to legal proceedings against the Laboratory.

9.2. In all matters pertaining to the tender, the decision of The Tender Inviting Authority/Managing Director, Uttar Pradesh Medical Supplies Corporation Limited, shall be final and binding.

10. TERMINATION OF AGREEMENT ON BREACH OF CONDITIONS:

10.1. In case the Laboratory fails or neglects or refuses to faithfully perform any of the Covenants on its part herein contained or violates the condition in Tender Document, it shall be lawful for the

UPMSCL to forfeit the amount deposited by the Laboratory as Performance Security and cancel the agreement, apart from blacklisting the Laboratory for a period of up to two years.

10.2. In case the Laboratory fails, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the UPMSCL on any such failure, neglect or refusal, to put an end to the Agreement and thereupon every article, clause and thing herein contained on the part of the UPMSCL shall cease and be void, and in case of any damage, loss, expense, differences in cost or other money during the continuance of the Agreement becoming due or owing by the Laboratory to the UPMSCL, it will be open for the UPMSCL to recover from the Laboratory, all such damages, losses, expenses, differences in cost or other dues as aforesaid, it shall be lawful for the UPMSCL to appropriate the Performance Security made by the Laboratory as herein before mentioned to reimburse all such damages, losses, expenses, differences in cost and other dues as the UPMSCL shall have sustained, incurred or been put to by reason of the Laboratory having seen quality of any such failure, negligence or refusal as aforesaid or other breach in the performance of the Agreement.

10.3. At any time during the period of the agreement, if it is found that any information furnished by the Laboratory to the UPMSCL, either in its Tender or otherwise, is false, UPMSCL, may put an end to the Agreement/ Agreement wholly or in part.

10.4. The Laboratory will not be entitled for any compensation whatsoever in respect of termination of the Agreement by the UPMSCL.

11. TERMINATION FOR INSOLVENCY

The Tender inviting Authority may at any time terminate the Contract in its entirety, if at any time, the successful bidder files for insolvency in any court or agency pursuant to statute or regulation of any state or country. Tender inviting Authority shall give written notice to the successful bidder, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Bidder, 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.

12. TERMINATION FOR CONVENIENCE

The Tender inviting Authority, may by written notice sent to the Bidder, 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 TIA convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

13. RESOLUTION OF DISPUTES

13.1. If dispute or difference of any kind shall arise between the Tender Inviting Authority 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.

13.2. If, after thirty (30) days from the commencement of such informal negotiations, the TIA and the Bidder have been unable to resolve amicably a Contract dispute, either the Tender Inviting Authority or the successful bidder 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.

13.3. In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole arbitratoror 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.

13.4. **Seat of Arbitration**: The seat of arbitration shall be at Lucknow, Uttar Pradesh, India. Courts of Lucknow shall have exclusive jurisdiction.

13.5. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.

14. 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.

15. NOTICES

For the purpose of all notices, the following shall be the address of the **Tender Inviting Authority.**

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking)

Regd. Office: **SUDA Bhawan , 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002**

Tel. No.- 0522-2838102

E-mail- quality@upmsc.in

16. FRAUDULENT AND CORRUPT PRACTICES

It is required that all concerned namely the bidders/ Successful bidders etc to observe the highest standard of ethics during the empanelment, Drug testing 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:

16.1. "**Corrupt practice**" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

16.2. "**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, 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 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.

16.3. "**Collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

16.4. "**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;

16.5. "**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 Tender inviting authority 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.

16.6. No bidder shall contact the Tender Inviting Authority 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 or any person associated with UPMSCL. Any such effort by a bidder to influence the Tender Inviting Authority/ Analytical inspection team/ sample evaluation committee/ bid comparison or contract award decisions may result in rejection of the bid; or If the TIA 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 TIA may reject the bid submitted by the bidder or terminate the contract of supplier.

17. SAVING CLAUSE

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

18. 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, 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.

SECTION IV

FORMATS

FORMATS

FORMAT – I

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	Checklist of Document enclosed as per **Format – I**			
2	Description of the Analytical Laboratory: Should include the information asked in **Format – II**			
3	Copy of e-Transfer Receipt for deposit of tender processing fee along with **Format – III**			
4	Copy of e-Transfer Receipt for deposit of EMD along with **Format – IV** / Copy of exemption certificate.			
5	Notarized Photocopy of Analytical Laboratory License			
6-	Notarized Photocopy of NABL Accreditation Certificate			
7-	Scope Approved by NABL and List of pharmaceutical formulation for which accreditation is available			
8-	List of pharmaceutical formulations for which laboratory has NABL accreditation as per **Format-XIV**			
9-	Three years experience of analysis			
10-	Notarize Photocopy of GST registration certificate.			
11-	Notarize Photocopy of & GLP certificates issued by State Drug Licensing Authority			
12-	Non- Conviction certificate issued by licensing authority (issued within 6 months prior to opening of the tender) for all premises.			
13-	Average annual turnover statement (**Format – V**) along with audited balance sheet.			
14-	Declaration as per **Format-VI**			
15-	Bank Details of the bidder. (As per **Format – VII**)			
16-	Bank Guarantee Format for Performance Security as per **Format-VIII**			
17-	Copy of Laboratory PAN card.			

18-	Performa for performance Statement as per **Format-IX**			
19-	List of Personnel involved in analysis as per **Format-X**			
20-	List of Sophisticated instrument/apparatus available in Laboratory as per **Format-XI**			
21-	Facilities in microbiological testing section as per **Format-XII**			
22-	A Declaration on the Prescribed Proforma Duly Signed for the Acceptance of the Tender Conditions as per **Format-XIII**			
23-	Details of Directors/Partners/Proprietor etc as per **Format-XV**			
24-	Letter of Authorization as per **Format-XVI**			
25-	Undertaking of Retaining Residual Samples up to 6 Months of submission of Test Reports & Reanalysis as per **Format-XVII**			
26-	List of Clientele of Laboratory for whom they did Analysis in the previous year (2022-2023) duly certified by Chartered Accountant			
27-	Pre Contract Integrity Pact as per **Format-XVIII**			
28-	Agreement for the Empanelment of Analytical Laboratory as per **Format-XIX**			
29-	EDL Drugs (Quoted/ Non Quoted)			
30-	List of Non EDL Drugs			
31-	Other documents for establishing eligibility of bidder			
32-	Other document if asked by TIA			

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 – II

Details Of Analytical Laboratory

S.N.	Particulars	Details
1-	Name of Laboratory	
2 -	Full Address	
3-	CIN	
4 -	Name & Contact details of Owner/Managing Director of the Company	
5 -	Phone No./Mobile	
6 -	e-mail	
7 -	Branches & Their Addresses	
8 -	Date of Inception	
9 -	License No. & Date of Issue	
10 -	License Issued By	
11 -	Validity of License	
12 -	Details of Manufacturing activity if any	
13 -	Name & Designation of the person authorizing	
14 -	Name, Designation & Contact details of the Authorized signatory submitting bid & signing contract	
15 -	Specimen Signature of Authorized signatory	
16-	Name of the In-charge of the Laboratory with Contact No.	
17 -	Specimen Signature of the officer who is authorized to sign the Test reports	

Note : All correspondence to the Laboratory will be done on (5) & (6) only.

Format – III

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 – IV

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

i. Reference No. of Bid:

ii. Particulars of EMD submitted: -

iii. RTGS/e- Transfer Reference No. _____

iv. Date on which transfer made_____

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

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

vii. Name and address of the bidder:

viii. PAN No:

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

x. GST No:

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

_____
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME_____

DESIGNATION_____

NAME OF THE FIRM/BIDDER_____

Format – V

AVERAGE ANNUAL TURNOVER CERTIFICATE

To

Managing Director,
UP Medical Supplies Corporation Ltd.
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,
Lucknow, Uttar Pradesh-226002

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,. Lucknow, vide Tender reference number……..has a Financial turnover given as below: -

(1)	Turnover in the Financial Year 2020-2021.	RS.
(2)	Turnover in the Financial Year 2021-2022.	RS.
(3)	Turnover in the Financial Year 2022-2023.	RS.

The above information is correct and true.

Office seal:

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

CERTIFIED BY CHARTERED ACCOUNTANT (CA)

Name of Chartered Accountant (In capital letter):
Regd. No. of Chartered Accountant:_____
UDIN No.**:**

NOTE: The turnover of other than participant will not be accepted. Audited balance sheet & profit & loss statement for last three years (Self attested & Certified by CA shall also be enclosed as proof of the claim) shall also be enclosed as proof of the claim).

FORMAT - VI

'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/Authorized 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 the Competent authority. In case my firm/company/Corporation/LLP decides to test 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 – VII

BANK DETAILS OF THE BIDDER

1	**Name of the Bank.**	
2	**Branch Name& address.**	
3	**Branch Code No.**	
4	**Branch Manager Mobile No.**	
5	**Branch Telephone no.**	
6	**Branch E-mail ID**	
7	**9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank**	
8	**IFSC code of the Branch**	
9	**Type of Account (Current/Saving)**	
10	**Account Number (As per 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-VIII

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 Bidder) (hereinafter called "Analytical Laboratory")
has undertaken, in pursuance of contract no……. dated ……. to Drug Analysis (description of drug List) (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 recognized 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 Analytical Laboratory such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Analytical Laboratory, 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 Analytical Laboratory 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 Analytical Laboratory 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 Analytical Laboratory 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 authorized officer of the Bank)
…….

Name and designation of the officer

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

Format- IX

Proforma for Performance Statement

(For a period of last 3 years)

Name & Address of the Laboratory : _____

S.No.	Types of Samples Analysed	NO. OF SAMPLES ANALYSED		
		Year 2020-2021	Year 2021-2022	Year 2022-2023
1.	Capsule			
2.	Cream			
3.	Ointment			
4.	Gel			
5.	Lotion			
6.	Powder			
7.	Oral Powder			
8.	Tablet			
9.	Oral Solution/ Syrup/ Suspension			
10.	Injectables			
11.	Powder for injection			
12.	Eye drop			
13.	Ear drop			
14.	Nasal drop			
15.	Eye Ointment			
16.	Pessaries			
17.	Disinfectant fluid			
18.	Inhalational Powder			
19.	Inhalational Liquid			
20.	Suppositories			
21.	Topical Solutions			

Signature of Authorised Signatory……..

Office Seal:

Format- X

LIST OF PERSONNEL INVOLVED IN ANALYSIS

S.No.	Name of Analyst	Designation	Qualification	Analytical Experience	Whether approved for analysis by the Drug Licensing Authority
1.					
2.					
3.					
4.					
5.					

:

Signature:-……..

Date:-…….

Name or Lab:-…….

Office Seal:-…….

Format- XI

LIST OF SOPHISTICATED EQUIPMENT/ APPARATUS AVAILABLE IN THE LABORATORY

S.No.	Name of Equipment	No. of equipment	Date of Installation	Date of last calibration	Working Condition

Signature :
Date :
Name of Lab. :

Office Seal :

Format- XII

FACILITIES IN THE MICROBIOLOGICAL TESTING SECTION

S.No.	Name of standard culture/equipment	No. of equipment	Date of Installation	Working Condition

:

Signature :
Date :
Name of Lab. :

Office Seal :

Format- XIII

DECLARATION FORM

I / We _____(Name of the tenderer) having our office at _____

Laboratory at ---------- do declare that I/We have carefully read all the conditions of tender of Uttar Pradesh Medical Supplies Corporation Limited, for the tenders floated for empanelment of analytical testing laboratories for the analysis of drugs for the tender period of Two year from the date of acceptance and abide by all conditions set forth therein.

I / We further declare that I / We posses valid License for Analytical Testing Laboratory bearing No…….which is valid upto…….

Signature :
Date :
Name of Lab. :

Office Seal :

Format-XIV

LIST OF PHARMACEUTICALS FORMULATIONS FOR WHICH LABORATORY HAS NABL ACCREDITATION

(Please enclose with tender scope approved by NABL in support of this list)

S.N..	Pharmaceutical Formulations	Test method specification accreditated (IP, BP, USP,IHS specify)	If accreditation available mention YES against the Pharmaceutical Preparations
1	Capsule		
2	Cream		
3	Ointment		
4	Gel		
5	Lotion		
6	Powder		
7	Oral Powder		
8	Tablet		
9	Oral Liquid/ Syrup/ Suspension		
10	Injectables		
11	Powder for injection		
12	Eye drop		
13	Ear drop		
14	Nasal drop		
15	Eye Ointment		
16	Pessaries		
17	Disinfectant fluid		
18	Inhalational Powder		
19	Inhalational Liquid		
20	Suppositories		
21	Topical Solutions		

Format-XV

DETAILS OF DIRECTORS /PARTNERS /PROPRIETOR ETC.

S.No.	Name	Whether Director/ Partner or Proprietor/ Incharge of Laboratory	Whether responsible for day to day working of the Analytical Laboratory	Address	Phone no., Mobile No., E mail
1.					Ph : Mobile : E-mail :
2.					Ph : Mobile : E-mail :
3.					Ph : Mobile : E-mail :
4.					Ph : Mobile : E-mail :
5.					Ph : Mobile : E-mail :

Signature :
Date :
Name of Lab.: :
Office :

Format- XVI

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 E-Tender for the empanelment of analytical testing laboratories for the analysis of drugs, in Uttar Pradesh Medical Supplies Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including but not limited to the Agreements and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the procurement of drugs. We hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

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

For

……

(Signature)

Witnesses:

(Name, Title and Address)

1.

2.

[Notarised]

Accepted

……

(Signature)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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.*

Format- XVII

UNDERTAKING

I / We .....(Name of the tenderer) having our office at.....

Laboratory at ..... give this undertaking that I/We will retain residual samples after its testing upto six months of submission of test reports to UPMSCL and will undertake reanalysis of the samples in the presence of representative(s) of UPMSCL in case of doubt or otherwise.

Signature :
Date :
Name of Lab.: :

Office Seal :

FORMAT – XVIII

INTEGRITY PACT

(To be given on letter head of the Analytical Laboratory/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 Bidder/Analytical Laboratory (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 Bidder nor the Public Authority which include indenters, MD,UPMSCL/Tender inviting authority 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:

2.1 **Collusive bidding**: Collusive bidding can take form of an agreement among tenderers to divide the market, set prices, or limit testing. 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.

2.2 **Bid rotation**: In bid-rotation scheme conspiring tenderers continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.

2.3 **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.

2.4 **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.

2.5 **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:

5.1. Cancellation of Contract/Rate Contracts (RCs)

5.2. Forfeiture of all securities and performance Bank Guarantees

5.3. Refusal to grant any kind of contracts/RCs for further period of 3 (three) years

5.4. Suspension and/or banning the business dealings for period upto 3 (three) years

5.5. Any other administrative or penal actions as deemed fit.

5.6. Action under IPC/Prevention of Corruption Act and other relevant laws of the country.

6. Agreed, accepted and signed on behalf of Bidder 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 Bidder Firm/Analytical Laboratory.....

Name and designation/capacity of signatory.....

Full address of the Bidder Firm/Analytical Laboratory.....

Seal and Stamp of the Bidder Firm/Analytical Laboratory.....

Place: ……..

Date: ……

FORMAT – XIX

AGREEMENT FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE ANALYSIS OF DRUGS

AGREEMENT

THIS AGREEMENT is made on this..... day of ....., 20__

Between

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

and

…… a company/firm/corporation/LLP incorporated in the Republic of India registered under the Companies Act, 2013/1956 and having its registered office at ……, and having GST No._____hereinafter referred as the **"Analytical Laboratory"**, 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 UPMSCL has invited tenders for the e - Tender for the empanelment of analytical testing laboratories for the analysis of drugs, TENDER NO……. DATED……. The Bidder has submitted technical and Price Bids as contained in the Tender Document. The Tender Inviting Authority has finalized the tender in favour of the Analytical Laboratory for the empanelment of analytical testing laboratories for the analysis of drugs.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

2.1. All the documents submitted by the tenderer as part of Technical Bid and Price Bid;

2.2. The list of drugs for which analysis is required as per (Annexure XI, XII).

2.3. The Specifications and other quality parameters;

2.4. The clarifications and amendments issued / received as part of the Tender Document

2.5. The General Conditions of Contract;

2.6. The Specific Conditions of Contract; and

2.7. All other condition described in tender document;

2.8. The Analytical Laboratory offer Letter

Whereas the Laboratory has agreed to undertake the analytical work of the UPMSCL, the list of items mentioned in the Tender documents attached hereto at the rates noted therein and in the manner and under the terms and conditions hereinafter mentioned.

And whereas the Laboratory has deposited with the UPMSCL, a sum of Rs. 2,00,000/- (Rupees two lakh only) as Performance Security for the due and faithful performance of this Agreement, to be forfeited in the event of Non-Performance. Now these presents witness that for carrying out the said Agreement in this behalf into execution, the Laboratory and the UPMSCL, do hereby mutually convenient, declare, agreement and agree with each other in the manner following, that is to say,

3. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions in tender floated by the UPMSCL, for Empanelment of analytical testing laboratories for the analysis of Drugs, for a period of Two year from the effective date of Agreement. The instructions to tenderer, the conditions of tender, acceptance of tender particulars hereinafter defined and all those general and special conditions mentioned in tender documents.

4. The Agreement is for undertaking analysis of Drugs , by the Laboratory to the UPMSCL , of the samples specified in the tender documents attached hereto at the rates noted against each therein on the terms and conditions set forth in the Agreement.

(ii) This Agreement shall be deemed to have come into force with effect from …… …….. and it shall remain in force for a period up to date ……and may however be extended for a further period of 6 months, on mutually agreed terms.

Signed, Sealed and Delivered by the Said ……

(For the **UPMSCL**) In the presence of witness.

WITNESS **(** For the **UPMSCL)**

Signature…… Signature……..

Name…… Name……

Address…… Address……..

Signed, Sealed and Delivered by the Said ……

(For the **Analytical Laboratory**) In the presence of

WITNESS **(** For the **Analytical Laboratory)**

Signature…… Signature……..

Name…… Name……

Address…… Address……..

FORMAT – XX

SAMPLE BOQ AS VISIBLE IN e-TENDER PORTAL

SN	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 (With Tex)

SECTION V

ANNEXURES

ANNEXURES

S.N.	ANNEXURES	Description	Page No.
1 -	I	Preparation & Submission of e-BID	56-58
2 -	II	Notarized Photocopy of Analytical Laboratory License valid on the date of submission of Tender and a Validity Certificate issued by the concerned state Drug Licensing Authority.	-
3 -	III	Notarized Photocopy of NABL Accreditation Certificate.	-
4 -	IV	Scope approved by NABL and List of Pharmaceutical Formulations for which Accreditation is available.	-
5 -	V	Notarized Photocopy of GST (Goods & Services Tax) Registration Certificate.	-
6 -	VI	Notarized Photocopy of GLP (Good Laboratory Practice) Certificate Issued by the State Drug Licensing Authority.	-
7 -	VII	Non – Conviction Certificate issued by Licensing Authority (Issued within 6 months prior to opening of the Tender) for all premises	-
8 -	VIII	Copy of Analytical Laboratory PAN Card.	-
9 -	IX	List of Clientele of Laboratory for whom they did Analysis in the previous year (2022-2023) duly certified by Chartered Accountant.	-
10 -	X	Three year experience of analysis.	-
11 -	XI	EDL (Essential Drug List)	59-73
12 -	XII	Non – EDL (Essential Drug List)	74-87

ANNEXURE - I

PREPARATION & SUBMISSION OF e-BIDS

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

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

- **Submission of e-Bids**
  - The e-Bid Submission module of e-tender portal http://etender.up.nic.in enables the Bidders to submit the e-Bid online against the e-tender published by the 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 log on to the e-Biding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

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

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

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

- **Withdrawal and Resubmission of e-Bids**
  - At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-tender portal http://etender.up.nic.in. The Bidder should then select the proper option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the “Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.
  - The Bidder has to request the UPMSCL with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPMSCL, to return back the e-Bids Processing Fee as per the procedure.
  - The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for

evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal http://etender.up.nic.in . The Bidder should then select proper option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided below.

- The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.
- No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

ANNEXURE- XI

EDL (Essential Drug List)

S. No.	Item Code	Item Name with Description	Type of folrmulation
1	D040064	1 Tab Azithromycin (1 gm) /2 Tab Azithromycin (500mg) & 1 Tab Cefixme (400mg) 1*10 Strip	Tablet
2	D010020	ACECLOFINAC : 100 mg (Tab) 1*10 Strip	Tablet
3	D100021	ACETAZOLAMIDE : 250 mg (Tab) 1*10 Strip	Tablet
4	D320001	ACTIVE CHARCOAL : 400 MG (Tab) 1*10 Strip	Tablet
5	D040002	ACYCLOVIR : 400 mg (Tab) 1*10 Strip	Tablet
6	D090001	ALBENDAZOLE : 200 mg/5 ml (Suspension) 10ml Phial/ Bottle	Suspension
7	D090002	Albendazole Tablet 400mg (Fruit Flavored, Chewable Scored) 1*10 Strip	Tablet
8	D260001	ALLOPURINOL : 100 mg (Tab) 1*10 Strip	Tablet
9	D280001	ALPRAZOLAM : 0.5 mg (Tab) 1*10 Strip	Tablet
10	D030014	AMBROXOL Syrup 15 mg / 5 ml 100 ml bottle	Syrup
11	D040003	AMIKACIN SULPHATE : - 100 mg/2ml : 2ml (Inj) Vial	Injection
12	D040004	AMIKACIN SULPHATE : IP - 500 mg/2ml : 2ml (Inj) Vial	Injection
13	D130001	AMINOPHYLLINE DIHYDRATE : IP - 25 mg/ml : 10ml (Inj) Ampoule	Injection
14	D100001	AMIODARONE HYDROCHLORIDE :- 50 mg./ml. : 3ml (Inj) Ampoule	Injection
15	D100002	AMLODIPINE BESYLATE : 5 mg (Tab) 1*10 Strip	Tablet
16	D040006	AMOXYCILLIN AND POTASSIUM CLAVULANATE ORAL SUSPENSION : 200 mg+ 28.5 mg/5 ml (-) 30ml Phial / Bottle	Suspension
17	D040065	AMOXYCILLIN SODIUM : IP - 500 mg : Dry powder (Inj) Vial	Injection
18	D040051	Amoxycillin Trihydrate DT Tablet Scored 250mg 1*10 Strip	Tablet
19	D040010	AMOXYCILLIN TRIHYDRATE EQUIVALENT TO AMOXYCILLIN AND CLAVULANATE POTASSIUM EQUIVALENT TO CLAVULANIC ACID : 500 mg + 125 mg (Tab) 1*6 Strip	Tablet
20	D040067	AMOXYCILLIN TRIHYDRATE Syrup 125mg/5ml 60ml Phial	Syrup
21	D040008	AMOXYCILLINE SODIUM WITH CLAVULANATE POTASSIUM : -500MG+100mg : Dry powder (Inj)	Injection
22	D040011	AMOXYCILLINE SODIUM WITH CLAVULANATE POTASSIUM : IP - 1.2 gm : Dry powder (Inj)	Injection
23	D040007	AMOXYCILLINE TRIHYDRATE WITH CLAVULANATE : 250 mg+125 mg (Tab) 1*6/1*10 Strip	Tablet
24	D040012	AMPICILLIN SODIUM : IP - 500 mg : Dry powder (Inj)	Injection
25	D020006	Antacid Tablet, Each chewable tablet contains Dried Aluminium Hydroxide gel 120 mg Magnesium Trislecate 250mg Peppermint oil 0.003 mL 10 Tablet per Strip	Tablet
26	D110002	ARTESUNATE : IP - 60 mg : Dry powder (Inj) Vial	Injection
27	D340001	ASCORBIC ACID : 500 mg (Tab) 1*10 Strip	Tablet
28	D010002	Aspirin Gastro Resistant Tab IP 75 mg 1*14 Strip	Tablet
29	D100003	ATENOLOL : 50 mg (Tab) 1*10 Strip	Tablet
30	D100004	ATORVASTATIN CALCIUM : 10 mg (Tab) 1*10/1*15 Strip	Tablet
31	D200002	ATROPINE SULPHATE : IP - 0.6 mg/ml : 1ml (Inj) Ampoule	Injection
32	D040013	AZITHROMYCIN : 500 mg (Tab) 1*10 Strip	Tablet
33	D040014	AZITHROMYCIN Suspension 100mg/5ml (-) 30ml Phial/ Bottle	Suspension
34	D230015	B COMPLEX : VITAMIN B1 5 MG THIAMINE HYDROCHLORIDE VITAMIN B2 5MG RIBOFLAVIN VITAMIN B6 2MG PYRIDOXINE HYDROCHLORIDE VITAMIN B3 NICOTINAMIDE 50 MG VITAMIN B5 CALCIUM PANTOTHENATE 5 MG Tablet (Tab) 1*10 Strip	Tablet
35	D290001	BENZYL BENZOATE APPLICATION : 25% w/w (-)100 ml Bottle	Topical Solution
36	D160007	Betamethasone :0.5mg (Tab) 1*10/1*20 Strip	Tablet
37	D160001	BETAMETHASONE SODIUM PHOSPHATE BP : 4 mg/ml : 1ml (Inj)Ampoule	Injection
38	D160010	Betamethasone Valerate Cream,0.1% W/W, 15 Gm Tube	Cream
39	D250001	BISACODYL ENTERIC COATED : 5 mg (Tab) 1*10 Strip	Tablet
40	D030012	BROMHEXINE HYDROCHLORIDE Tablet 4mg 10 strip	Tablet
41	D130003	BUDESONIDE : 0.5mg/ml Raspule 2ML	Respule
42	D130017	BUDESONIDE Inhaler 100mcg 200 MDI Inhaler	Inhaler
43	D200003	BUPIVACAINE HYDROCHLORIDE : IP - 0.5%W/V : 20ml (Inj) Vial	Injection
44	D300001	Bupivacaine Injection (Bupivacaine 5mg/ml, Dextrose 80 mg/ml), 4 ml ampoule	Injection
45	D340002	Calcium Vitamine D3 Suspension (Each 5ml contains Calcium Carbonate eq. to Elemental Calcium 250mg+Vitamin D3 -125 IU), 200 ml Bottle)	Suspension
46	D340010	CALCIUM CARBONATE WITH VITAMIN D3 : 1250mg+250IU (Tab) 1*10 Strip	Tablet
47	D230001	CALCIUM CITRATE 500 mg Elemental Calcium 1*10 Strip	Tablet
48	D230002	CALCIUM GLUCONATE : IP - 100 mg : 10ml (Inj) Ampoule	Injection

S. No.	Item Code	Item Name with Description	Type of folrmulation
49	D080002	CARBAMAZEPINE : 400 mg CR (Tab) 1*10 Strip	Tablet
50	D310001	CARBIMAZOLE : 10 mg (Tab) 1*10 Strip	Tablet
51	D040015	Cefixime Oral Suspension IP, 100mg/5ml, 30ml Bottle	Suspension
52	D040016	CEFIXIME TRIHYDRATE : 200 mg (Tab) 1*10 Strip	Tablet
53	D040068	CEFOTAXIME SODIUM : IP - 1 gm : dry powder (Inj) in vial	Injection
54	D040046	CEFTAZIDIME PENTAHYDRATE : IP - 1 gm : dry powder (Inj) Vial	Injection
55	D040018	CEFTAZIDIME PENTAHYDRATE : IP - 250 mg : dry powder (Inj) Vial	Injection
56	D040045	Ceftazidime Powder for Inj. 500mg	Injection
57	D040020	CEFTRIAXONE 1g: dry powder vial (Inj)	Injection
58	D040021	CEFTRIAXONE 500 mg : dry powder (Inj)	Injection
59	D040025	CEPHALEXIN Dry Syrup 125mg/5ml (-) 30 ml Phail/Bottle	Syrup
60	D040063	Cephalexin 100mg/ml Drop (Oral suspension) 10 ml bottle with dropper	Suspension
61	D220001	CETRIMIDE : 0.2% 5L Jar	Topical Solution
62	D190001	Chloramphenicol 5% w/v Benzocaine 1%w/v : 5% w/v+ 1% w/v Ear Drop 5ML	Ear Drop
63	D110003	CHLOROQUINE PHOSPHATE : 250 mg (Tab) 1*10 Strip	Tablet
64	D110004	CHLOROQUINE PHOSPHATE : IP - 40mg/ml : 5ml (Inj) Ampoule	Injection
65	D030015	CHLORPHENIRAMINE MALEATE : 4 mg (Tab) 1*10 Strip	Tablet
66	D290011	CICLOPIROX OLAMINE Cream 0.01 10gm Tube	Cream
67	D070009	CINNARIZINE : 25 mg (Tab) 1*10 Strip	Tablet
68	D040047	CIPROFLOXACIN : 2 mg/ml (Inj): 100ml FFS Bottle	Injection
69	D040043	CIPROFLOXACIN HYDROCHLORIDE : 0.3% w/v Eye Drop,5ml FFS vial	Eye Drop
70	D040027	CIPROFLOXACIN HYDROCHLORIDE : 500 mg (Tab) 1*10 Strip	Tablet
71	D280022	CLOBAZAM : 5mg (Tab) 1*10 Strip	Tablet
72	D280003	CLONAZEPAM : 0.5 mg (Tab) 1*10 Strip	Tablet
73	D100005	CLOPIDOGREL : 75mg (Tab) 1*14/1*15 Strip	Tablet
74	D290003	CLOTRIMAZOLE : 2% w/w (Cream) 15gm Tube	Cream
75	D180002	CLOTRIMAZOLE VAGINAL : 200 mg (WITH APPLICATOR) (Tab) 1*6 Strip	Tablet
76	D190003	CLOTRIMAZOLE+LIGNOCAINE HCL Ear Drop 1%+2%w/v 10ml FFS Bottle	Ear Drop
77	D180003	DANAZOL : 100 mg (Caps) 1*10 Strip	Capsule
78	D160002	DEXAMETHASONE : 0.5mg (Tab) 1*10 Strip	Tablet
79	D160003	DEXAMETHASONE SODIUM PHOSPHATE : IP - 4 mg/ml : 2ml (Inj) vial	Injection
80	D240002	DEXTROSE : IP - 10% w/v : 500ml (Inj) FFS Bottle	Injection
81	D240003	DEXTROSE : IP - 5% w/v : 500ml (Inj) FFS Bottle	Injection
82	D240001	DEXTROSE Injection - 25% w/v : 100ml (Inj)	Injection
83	D240004	DEXTROSE WITH SODIUM CHLORIDE : IP - 5% w/v +0.9%W/V : 500ml (Inj) FFS Bottle	Injection
84	D280004	DIAZEPAM : IP - 5 mg/ml : 2ml (Inj) 2ml Ampoule	Injection
85	D010003	Diclofenac Gel (Diclofenac Sodium 1% W/W), 30Gm Tube	Topical Gel
86	D010004	Diclofenac Sodium Inj 75mg/ml, 1ml Ampoule	Injection
87	D010005	DICLOFENAC SODIUM SR Tablet 100 mg 10 per strip	Tablet
88	D120002	DICYCLOMINE HYDROCHLORIDE - 10 mg/ml : 2ml (Inj) Ampoule	Injection
89	D120003	DICYCLOMINE HYDROCHLORIDE : 10 mg (Tab) 1*10 Strip	Tablet
90	D120004	DICYLOMINE HCL WITH ACTIVATED DIMEHICONE : 10 mg+40 mg/ml (-) 30 ml Suspension/syrup bottle with measuring cap	Suspension
91	D120005	DICYLOMINE HCL WITH ACTIVATED DIMETHICONE Drop 10 mg+40 mg/ml 10ml Phial/ Bottle	Suspension
92	D090003	DIETHYLCARBAMAZINE CITRATE : 100 mg (Tab) 1*10 Strip	Tablet
93	D100006	DIGOXIN : 0.25 mg (Tab) 1*10 Strip	Tablet
94	D100007	DILTIAZEM HYDROCHLORIDE : 30 mg (Tab) 1*10 Strip	Tablet
95	D100008	DOBUTAMINE HYDROCHLORIDE : USP - 50 mg./ml. : 5ml (Inj)	Injection
96	D070001	DOMPERIDONE : 10 mg (Tab) 1*10 Strip	Tablet
97	D070002	DOMPERIDONE SUSPENSION 1 mg/ml 30ML Phial/Bottle	Suspension
98	D100009	DOPAMINE HYDROCHLORIDE :- 40 mg/ml : 5ml (Inj)	Injection
99	D040029	DOXYCYCLINE HYDROCHLORIDE : EQUIVALENT OF 100mg DOXYCYCLINE (Caps) 1*10 Strip	Capsule
100	D070010	DOXYLAMINE SUCCINATE WITH PYRIDOXINE HCL : 10 mg+10 mg (Tab) enteric coated 1*10 Strip	Tablet
101	D280025	Duloxeitine GASTRO RESISTENT 20 mg (tab) 1*10 strip	Tablet
102	D290012	ENEMA GLYCERIN SODIUM CHLORIDE Tube 15% W/w+15% W/v 100ml PKT	Enema
103	D280026	ESCITALOPRAM : 10 mg (Tab) 1*10 Strip	Tablet
104	D150005	ETHAMSYLATE : 500 mg (Tab) 1*10 Strip	Tablet
105	D180004	ETHINYLESTRADIOL : 0.01 mg (Tab) 1*10 Strip	Tablet
106	D230004	FERROUS SULPHATE : 200mg EQUIVALENT TO 60mg FERROUS ION (Tab) 1*10 Strip	Tablet
107	D040030	FLUCONAZOLE : 150 mg (Tab) 1*4/1*10 Strip	Tablet

S. No.	Item Code	Item Name with Description	Type of folrmulation
108	D280006	Fluphenazine Deconate Inj USP 25mg/ml, 5ml vial	Injection
109	D190006	FLURBIPROFEN SODIUM Eye Drop: 0.03% w/v 5ml Bottle	Eye Drop
110	D340003	Folic Acid (B9) Tablet : 5mg 1*10 Strip	Tablet
111	D290004	FRAMYCETIN SULPHATE : 1% W/w 30gm (Cream)	Cream
112	D100022	FRUSEMIDE : 40 mg (Tab) 1*10 Strip	Tablet
113	D100023	FRUSEMIDE : IP - 10 mg/ml : 2ml (Inj)	Injection
114	D040032	GENTAMICIN SULPHATE : IP - 40 mg/ml : 2ml vial	Injection
115	D190004	Gentamicin Sulphate 0.3%w/v+ Betamethasone0.1%w/v : 0.3% w/v+0.1% w/v (-)ear drop 5ml FFS/BFS Vial	Ear Drop
116	D060001	GLIBENCLAMIDE : 5 mg (Tab) 1*10 Strip	Tablet
117	D060002	Gliclazide :40 mg (Tab) 1*10 Strip	Tablet
118	D060003	GLIMEPRIDE : 1 mg (Tab) 1*10/1*15 Strip	Tablet
119	D060004	GLIMEPRIDE : 2 mg (Tab) 1*10/1*15 Strip	Tablet
120	D060005	GLIPIZIDE : 5 mg (Tab) 1*10 Strip	Tablet
121	D200005	GLYCOPYRROLATE : IP - 0.2 mg/ml : 1ml (Inj) Ampoule	Injection
122	D040058	GRISEOFULVIN : 250mg (Tab) 1*10 Strip	Tablet
123	D280008	HALOPERIDOL LACTATE : USP - 5mg/ml : 1ml (Inj)	Injection
124	D100013	HYDROCHLORTHIAZIDE : 12.5mg (Tab) 1*10 Strip	Tablet
125	D160012	HYDROCORTISONE CREAM : 1% w/w (Cream) 15gm Tube	Cream
126	D160005	HYDROCORTISONE SODIUM SUCCIINATE : IP - 100 mg : dry powder (Inj) Vial	Injection
127	D220003	Hydrogen Peroxide Solution I.P. : 6% w/v 400 ml (-)	Topical Solution
128	D030013	HYDROXIZINE HCL : 10 mg/5 ml (Syr)30ml Phial/bottle	Syrup
129	D010006	IBUPROFEN : 200 mg (Tab) 1*10 Strip	Tablet
130	D010007	IBUPROFEN Suspension: 100 mg/5 ml , 60 ml bottle with meauring cup phial/bottle	Suspension
131	D260002	INDOMETHACIN : 25mg (Caps) 1*10 Strip	Capsule
132	D220004	INJ METHYLERGOMERTINE MALEATE 0.2 MG 1ml Vial	Injection
133	D130005	Ipratropium Bromide Respule 250mcg/ml, 15ml vial	Respule
134	D230007	IRON AND FOLIC ACID IFA (WIFS-JUNIOR) CONTAINING DRIED FERROUS SULPHATE EQ TO FERROUS IRON 45 MG AND FOLIC ACID 0.4MG : 45 mg+0.4 mg PINK IFA WIFS JUNIOR (Tab) 1*10 Strip	Tablet
135	D230008	IRON SUCROSE CONTAINING FERRIC HYDROXIDE AS COMPLEX WITH SUCROSE EQ TO ELEMENTAL IRON 20MG/ML : - 20 mg/ml : 2.5ml (Inj) Vial	Injection
136	D230009	IRON SUCROSE CONTAINING FERRIC HYDROXIDE AS COMPLEX WITH SUCROSE EQ TO ELEMENTAL IRON 20MG/ML : 20 mg/ml : 5ml (Inj) Vial	Injection
137	D230010	IRON WITH FOLIC ACID : 20 mg+100 mcg/ml 100ml (Syr) Phial/ Bottle	Syrup
138	D200006	ISOFLURANE USP 100ML BOTTLE	Oral Solution
139	D100014	ISOSORBIDE DINITRATE : 5 mg (Tab) 1*10 Strip	Tablet
140	D100015	ISOSORBIDE MONONITRATE : 10 mg (Tab) 1*10 Strip	Tablet
141	D180006	ISOXUPRIME HYDROCHLORIDE : 10 mg (Tab) 1*10 Strip	Tablet
142	D180020	ISOXSUPRINE HYDROCHLORIDE : 5mg/ml : 2ml (Inj)	Injection
143	D090005	IVERMECTIN : 12 mg. (Tab) 1*10 Strip	Tablet
144	D200008	KETAMINE HYDROCHLORIDE : IP - 10 mg/ml : 10ml (Inj)	Injection
145	D200007	KETAMINE HYDROCHLORIDE 50 mg./ml. : 10ml (Inj)	Injection
146	D180008	LABETALOL HCL : 100 mg (Tab) 1*10 Strip	Tablet
147	D180009	LABETALOL HCL :5mg/ml : 20ml (Inj) Vial	Injection
148	D250002	Lactulose Syrup 3.325gm/5ml 100ml bottle	Oral Solution
149	D250002 _A	Lactulose Syrup 3.335 gm/5ml 100ml bottle	Oral Solution
150	D250002 _B	Lactulose Syrup 10gm/15ml,which are equivalent 100ml bottle	Oral Solution
151	D040033	LEVOFLOXACIN : 500 mg (Tab)	Tablet
152	D130012	LEVOSALBUTAMOL : 1 mg/5 ml (Syr) 30ml Bottle	Syrup
153	D200009	LIGNOCAINE GEL : 2%W/V 30GM TUBE	Topical gel
154	D200010	LIGNOCAINE HCL : 2%w/w : 30ml (Inj)	Injection
155	D200011	LIGNOCAINE HCL WITH ADRENALINE Injection (LIGNOCAINE HCL 20mg/ml ADRENALINE BITARTATE Eq. TO Adrenaline 5mcg/ml) : 30ml Vial	Injection
156	D100029	LOSARTAN POTASSIUM : 50 mg (Tab) 1*10 Strip	Tablet
157	D180011	MAGNESIUM SULPHATE Injection 50% w/v in 2ml Ampoule	Injection
158	D240012	MANNITOL INJECTION 20% w/v in 100 ml FFS Bottle	Injection
159	D180012	MEDROXYPROGESTRONE ACETATE TABLETS 10MG, 10PER STRIP	Tablet
160	D040034	Meropenam 1gm inj. 100mg/ml, 10ml vial	Injection
161	D040034_A	Meropenam 1 gm inj 20 ml vial	Injection
162	D060009	METFORMIN HYDROCHLORIDE : 500 mg (Tab) 1*10 Strip	Tablet
163	D340004	METHYLCOBALAMINE (B12) : 500 mcg (Tab) 1*10 Strip	Tablet
164	D230011	METHYLCOBALAMINE : USP - 500 mcg/ml : 3ml (Inj) 3ml Ampoule	Injection
165	D070003	METOCLOPRAMIDE HYDROCHLORIDE Injection 5 mg/ml in 2ml :	Injection

S. No.	Item Code	Item Name with Description	Type of folrmulation
		Vial/Ampoule	
166	D100017	METOPROLOL : 50mg (Tab) 1*10/1*15 Strip	Tablet
167	D040040	METRONIDAZOLE : 400 mg (Tab) 1*10 Strip	Tablet
168	D040042	METRONIDAZOLE : IP - 5 mg/ml : 100ml (Inj) 100ml FFS Bottle	Injection
169	D040041	METRONIDAZOLE BENZOATE Suspension 40mg/ml 60 ml phial (-)	Suspension
170	D290005	MICONAZOLE Cream 2% 20G TUBE	Cream
171	D200013	MIDAZOLAM HCL 1 mg/ml in 10ml (Inj) Vial	Injection
172	D180014	MISOPROSTOL : 200 mcg (Tab) 1*10 Strip	Tablet
173	D030003	MONTELUKAST SODIUM : 10 mg (Tab) 1*10 Strip	Tablet
174	D240005	Multiple electrolytes and dextrose type-1 (Isolyte P) : - Sodium acetate trihydrate 0.32gm Potassium chloride 0.13gm Dipotassium hydrogen phosphate heptahydrate 0.026gm magnisium chloride hexahydrate 0.031gm Dextrose 5.0gm Water for injection to 100ml pH 5.0 : 500ml (Inj) FFS Bottle	Injection
175	D240006	Multiple electrolytes and dextrose type-3(Isolyte M) : - Sodium acetate trihydrate 0.28gm Sodium chloride 0.091gm Potassium chloride 0.15gm Dipotassium hydrogen phosphate heptahydrate 0.13gm Dextrose 5.0gm Water for injection to 100ml pH5 : 500ml FFS	Injection
176	D340005	Multivitamin Drops Each ml contains Vit-A-3000IU, Vit D3 - 300IU, Vit-B1 -1mg, Riboflavine Phosphate Sodium- 2mg, D-Pentenol-2.5mg, Niacinamide- 10mg, Pyridoxime HCL- 1mg, Cynocobalamine 1 mcg, Lysine HCL 10 mg, 15 ml vial with Dropper	Injection
177	D200014	NEOSTIGMINE METHYL SULPHATE : IP - 0.5 mg/ml : 5ml (Inj) Ampoule	Injection
178	D280024	NICOTINE PASTILLE/GUM 4mg 1*10 Strip	Chewable um
179	D100018	NIFEDIPINE : 10mg Capsule (Caps) 1*10 Strip	Capsule
180	D130018	NIKETHAMIDE Injection 250 mg/ml 2 ml ampule	Injection
181	D040035	Nitrofurantoin :100 mg (Tab) 1*10 Strip	Tablet
182	D200015	NORADRENALINE TARTRATE : 2 mg/ ml : 2ml (Inj) Ampoule	Injection
183	D180015	NORETHISTERONE : 5 mg (Tab) 1*10 Strip	Tablet
184	D040062	NORFLOXACIN : 100 mg/5 ml Syrup/Suspension 60 ml phial/bottle	Suspension
185	D040036	NORFLOXACIN : 400 mg (Tab) 1*10 Strip	Tablet
186	D040037	OFLOXACIN : 200 mg (Tab) 1*10 Strip	Tablet
187	D280028	OLANZAPINE : 10mg (Tab) 1*10 Strip	Tablet
188	D020001	OMEPRAZOLE Gastro Resistent : 20 mg. (Caps) 1 * 10 strip	Capsule
189	D070004	ONDANSETRON HCL : 2 mg base/5 ml (Syr) 30 ml Phial/Bottle	Syrup
190	D070005	ONDANSETRON HCL : 4 mg (Tab) 1*10 Strip	Tablet
191	D070006	Ondansetron IP Inj 2 Mg/Ml in 2 ML Ampoule	Injection
192	D170001	ORAL REHYDRATION SALTS CITRATE (W.H.O. Formula) : ORS 20.5Gm. Each sachet Contains Sodium Chloride IP 2.6g Potassium Chloride IP 1.5g Sodium Citrate IP 2.9g Anhydrous Dextorse IP 13.5g for making 1 ltr (-)	Oral Powder
193	D040060	ORNIDAZOLE : 500 mg (Tab) 1*10 Strip	Tablet
194	D220005	oseltamivir oral suspension IP 12 mg/ml (75 Ml) Phial/bottle.	Suspension
195	D040038	Oseltamivir PHOSPHATE : 75mg (Caps) 1*10 Strip	Capsule
196	D040061	OSELTAMIVIR PHOSPHATE Capsule 45mg 1*10 Strip	Capsule
197	D020002	PANTAPRAZOLE Injection 40mg/vial with Dilutant s dry powder Vial	Injection
198	D010008	PARACETAMOL : 500 mg (Tab) 1*10 Strip	Tablet
199	D010010	PARACETAMOL : IP - 150mg/ml : 2ml (Inj)	Injection
200	D010009	PARACETAMOL Drop : 100mg/ml (15 ml pack with dropper))	Suspension
201	D010022	PARACETAMOL INFUSION Injection 10mg/ml 100ml Bottle 100ml FFS Bottle	Injection
202	D010015	PARACETAMOL Suspension 250mg/5ml 60ml bottle with measuring cap (E)	Suspension
203	D010014	PARACETAMOL SYRUP 125mg/ 5ml (60 Ml bottle with measuring cap)	Syrup
204	D010011	PENTAZOCINE LACTATE : IP - 30 mg/ml : 1ml (Inj)	Injection
205	D290007	PERMETHRIN : 5% W/w (Cream) 60gm Tube	Cream
206	D030004	PHENIRAMINE MALEATE Injection 22.75 mg/ml in 2ml Ampoule	Injection
207	D080004	Phenobarbitone **Syrup** 20MG/5 ML, 60 ML Bottle with Measuring Cup	Syrup
208	D080006	PHENYTOIN SODIUM Injection 50 mg./ml. in 2 ml Ampoule	Injection
209	D230012	PHYTOMENADIONE Vit.K1 : IP - 1mg/ml : 1ml (Inj) Ampoule	Injection
210	D270002	PILOCARPINE NITRATE : 1% W/v Eye Drop 5ML	Eye Drop
211	D040059	PIPERACILLIN WITH TAZOBACTAM SODIUM - 4gm + 500mg : dry powder (Inj) Dry powder Vial	Injection
212	D290009	POVIDIONE IODINE SOLUTION : 5% w/v (-)500ml bottle	Topical Solution
213	D290008	POVIDONE IODINE : 5% W/w (Ointment) 15gm Tube	Ointment
214	D160006	PREDENISOLONE : 10 mg (Tab) 1*10 Strip	Tablet
215	D160008	PREDENISOLONE SODIUM PHOSPHATE : 1.0% w/v Eye Drop 5ML Bottle	Eye Drop
216	D110005	Primaquine Tablet 2.5 mg 1*10 Strip	Tablet

S. No.	Item Code	Item Name with Description	Type of folrmulation
217	D110006	Primaquine Tablet 7.5 mg 1*10 Strip	Tablet
218	D070007	PROMETHAZINE HYDROCHLORIDE : 25 mg/ml : 2ml (Inj) 2ml ampoule	Injection
219	D070008	PROMETHAZINE HYDROCHLORIDE : 5 mg/5 ml (Syr) 60ml Phial/ Bottle (Syr)60 ml bottle	Syrup
220	D200016	PROPOFOL 1 PERCENT : IP - 10 mg/ml : 20ml (Inj) 20ml Vial (Inj)	Injection
221	D280029	PROPRANOLOL HYDROCHLORIDE : 20mg (Tab) 1*10/1*15 Strip	Tablet
222	D280027	QUETIAPINE FUMARATE : 100mg (Tab) 1*10 Strip	Tablet
223	D100030	RAMIPRIL : 5mg (Tab) 1*10/1*15 Strip	Tablet
224	D020003	RANITIDINE HYDROCHLORIDE : 150 mg (Tab) 1*10 Strip	Tablet
225	D020004	RANITIDINE HYDROCHLORIDE : IP - 25mg/ ml : 2ml (Inj) 2ml Ampoule	Injection
226	D240008	RINGER LACTATE: IP - 0.24%w/v Lactic Acid (eq.0.32%w/v Sod. Lac.) with0.6%w/v Sod. Cl., 0.04%w/v Pot .Cl. & 0.027% w/v Cal. Cl. : 500ml (Inj.) 500ml FFS Bottle	Injection
227	D280030	RISPERIDONE : 3 mg. (Tab) 1*10 Strip	Tablet
228	D280023	RISPERIDONE PROLONGED RELEASE Injection 25 mg	Injection
229	D130014	Salbutamol Aerosol 200MTD 100mcg/Metered dose inhaler	Inhaler
230	D130006	SALBUTAMOL Respiratory Solution 5mg/ml, 15 ml Bottle	Respiratoy Solution
231	D130007	SALBUTAMOL SULPHATE : 4 mg (Tab) 1*10 Strip	Tablet
232	D010021	SERRATIOPEPTIDASE : 10mg (Tab) 1*10 Strip	Tablet
233	D290010	SILVER SULPHADIAZINE : 1% W/w 250gm (Cream) Jar	Cream
234	D240009	SODIUM BICARBONATE : - 7.5% w/v : 10ml (Inj) 10ml Ampoule	Injection
235	D240010	SODIUM CHLORIDE : IP - 0.9% w/v : 500ml (Inj) 500ml FFS Bottle	Injection
236	D240014	Sodium Chloride Injection 0.9 % w/v in 100ml FFS Bottle	Injection
237	D080007	SODIUM VALPORATE / valporic acid **oral solution** 200mg/5ml, 100 ml bottle with	Oral Solution
238	D080010	SODIUM VALPROATE : 500 mg CR (Tab) 1*10 Strip	Tablet
239	D100024	SPIRONOLACTONE : 25 mg (Tab) 1*10 Strip	Tablet
240	D010024	STREPTOCOCCUS FAECALIS+CLOSTRIDIUM BUTYRICUM+BACILLUS MESENTERICUS+LACTIC ACID BACILLUS Capsule 60 MIllions spores 4 Millions Spores 2 Millions Spores 100 Millions Sproes, 10 capsule per strip	Capsule
241	D200017	SUCCINYLCHOLINE CHLORIDE : IP - 50 mg./ml. : 10ml (Inj)	Injection
242	D100019	TELMISARTAN : 40 mg (Tab) 1*10/1*15 Strip	Tablet
243	D130015	THEOPHYLLINE WITH ETOPHYLLINE : 69 mg+231 mg (Tab) 1*10 Strip	Tablet
244	D130008	THEOPHYLLINE WITH ETOPHYLLINE : IP - 25.3mg+84.7 mg/ml : 2ml (Inj) Ampoule	Injection
245	D310002	THYROXINE SODIUM : 0.05 mg (Tab) 100/phial or Bottle	Tablet
246	D010013	TRAMADOL HYDROCHLORIDE : IP - 50mg/ ml : 2ml (Inj) 2ml Ampoule	Injection
247	D010012	Tramadol Hydrochloride :50 mg Tablets 1*10 Strip	Tablet
248	D050005	TRANAXAMIC ACID Injection 500mg/5ml ampoule	Injection
249	D150002	TRANEXAMIC ACID : 500mg (Tab) 1*10 Strip	Tablet
250	D280016	TRIHEXYPHENIDYL HYDROCHLORIDE : 2 mg (Tab)	Tablet
251	D040066	TRIMETHOPRIM WITH SULPHAMETHOXOZOLE : 160mg+800mg (Tab) 1*10 Strip	Tablet
252	D040039	TRIMETHOPRIM WITH SULPHAMETHOXOZOLE : 40mg+200mg/5 ml 50ML Phial(-)	Suspension
253	D160009	TROPICAMIDE : 1%W/V Eye Drop 5ML	Eye Drop
254	D100020	VERAPAMIL HCL : 40 mg (Tab) 1*10 Strip	Tablet
255	D060013	VILDAGLIPTIN : 50 mg (Tab) 1*10/1*14/1*15 Strip	Tablet
256	D340006	VITAMIN A PALMIPATE Arachis oil base Liquid 100000 IU/ml, 100 ml bottle with feeding spoon (to be packed in mono carton)	Suspension
257	D340007	VITAMIN A SOFTGEL : 25000IU (-) 10 per Strips	Capsule
258	D340008	Vitamin D3 Tablet/Capsule 60000IU, 10 Tablet/ capsule per strip/ blister Chewable/non chewable.	Capsule
259	D240011	WATER FOR INJECTION in 10ml Ampoule	Injection
260	D190002	Wax dissolving Ear Drops: Paradichlorobenzene,Benzocaine, Chlorobutanol,Turpentine oil 2% +2.7% + 5% +15%,15 ml Bottle with dropper	Ear Drop
261	D030005	XYLOMETAZOLINE : 0.001 Nasal Drop 10ML 15ml Bottle	Nasal Drop
262	D230013	ZINC SULPHATE DISPERSIBLE DT : eq. to elemental zinc 20mg 1*10 Strip	Tablet
263	D280017	ZOLPIDEM TARTARATE : 5 mg (Tab) 1*10 Strip	Tablet

ANNEXURE- XII

Non - EDL (Essential Drug List)

S. No.	Item Code	Item Name with Description	Type of folrmulation
1.	D040048	ACYCLOVIR : 200 mg	Tablet
2.	D130009	ADRENALINE BI TARTRATE : IP - 1 mg/ml : 1ml	injection
3.	M-549	ALPRAZOLAM : 0.25 mg	Tablet
4.	I-20	AMIKACIN SULPHATE : IP - 250 mg/2ml : 2ml	injection
5.	D280002	AMITRIPTYLINE HCL : 25mg	Tablet
6.	D040005	AMOXYCILLIN :250mg/5ml 60ML Bottle	Syrupe
7.	D040050	AMOXYCILLIN TRIHYDRATE : 500 mg	Capsule
8.	D040052	AMPICILLIN SODIUM :1000 mg : Dry powder	Injection
9.	D110008	ARTEETHER : IP - 75 mg/ml : 2ml	Injection
10.	D110001	ARTEMETHER : 40mg	Capsule
11.	D340009	ASCORBIC ACID : 100 mg	Tablet
12.	M-284	ATORVASTATIN CALCIUM : 20 mg	Tablet
13.	D130002	BECLOMETHASONE DIPROPIONATE AEROSOL : 200 Mt Dose 200 mcg/meterd dose	Inhaler
14.	D030006	BROMHEXINE HYDROCHLORIDE : 8mg	Tablet
15.	D290002	CALAMINE : CALAMINE 150G ZINC OXIDE 50G BENTONITE 30G SODIUM CITRATE 5G LIQUIFIED PHENOL 5ML GLYCERINE 50ML AQUA 1L	Lotion
16.	D230016	CALCIUM LACTATE : 300 mg	Tablet
17.	D080009	CARBAMAZEPINE : 200 mg CR	Tablet
18.	D270004	CARBOXYMETHYL CELLULOSE SODIUM : 0.5% W/v	Eye drop
19.	D040017	CEFOTAXIME SODIUM : IP - 250 mg : dry powder	Injection
20.	D040022	CEFTRIAXONE SODIUM : IP - 250mg : dry powder	Injection
21.	D040023	CEPHALEXIN : 250 mg	Tablet
22.	D040024	CEPHALEXIN : 500 mg	Capsule
23.	D030007	CETIRIZINE DIHYDROCHLORIDE : 10 mg	Tablet
24.	D030008	CETIRIZINE DIHYDROCHLORIDE : 1 mg/ ml	Syrupe
25.	D030009	CHLORPHENIRAMINE MALEATE : 2mg/5ML	Syrupe
26.	D040028	CLOXACILLIN SODIUM : 250 mg	Capsule
27.	NE-0003	Combi-pack,Mifeprostone 200mg tablet and Misoprostol 800mcg	Tablet
28.	M-580	DONEPEZIL HYDROCHLORIDE : 5mg	Tablet
29.	D150001	ETHAMSYLATE : 250 mg	Tablet
30.	D150004	ETHAMSYLATE : BP - 125 mg/ml : 10ml	Injection
31.	D280019	ETIZOLAM : 0.5mg	Tablet
32.	D040031	FLUCONAZOLE : 50 mg	Tablet
33.	D100012	GLYCERYL TRINITRATE :- 5 mg/ml : 5ml	Injection
34.	D280007	HALOPERIDOL : 5mg	Tablet

S. No.	Item Code	Item Name with Description	Type of folrmulation
35.	D230005	IRON AND FOLIC ACID CONTAINING DRIED FERROUS SULPHATE IP : equivalent to ferrous iron 100 mg & folic acid 0.5 mgIFA WIFS LARGE BLUE COLOURED INDIGO CARMINE	Tablet
36.	D230006	IRON AND FOLIC ACID IFA LARGE CONTAINING DRIED FERROUS SULPHATE EQ TO FERROUS IRON 100 MG AND FOLIC ACID 1/2 MG : 100 mg+0.5 mg RED SUGAR COATED	Tablet
37.	D180007	ISOXUPRINE HYDROCHLORIDE : 20 mg	Tablet
38.	D280011	LITHIUM CARBONATE : 300mg	Tablet
39.	D100026	MEPHENTERAMINE SULPHATE : IP - 30 mg/ml : 10ml	Injection
40.	D100016	METHYLDOPA : 250 mg	Tablet
41.	D100027	METOPROLOL : 25mg SR	Tablet
42.	D170002	METRONIDAZOLE : 200 mg	Tablet
43.	D180013	MIFEPRISTONE : 200 mg	Tablet
44.	D040056	Oseltamivir PHOSPHATE : 30mg	Capsule
45.	D080003	PHENOBARBITONE : 60 mg	Tablet
46.	D080005	PHENYTOIN SODIUM : 100 mg	Tablet
47.	D320002	PRALIDOXIME CHLORIDE : USP - 1G : dry powder	Injection
48.	D160011	PREDENISOLONE : 5 mg	Tablet
49.	D030011	Pyrethrum 2% Extract	per Ltr) [D030011]
50.	D280020	QUETIAPINE FUMARATE : 50 mg	Tablet
51.	D100031	S AMLODIPINE BESYLATE : 5mg	Tablet
52.	D18011	SERTRALINE HYDROCHLORIDE : 50 mg	Tablet
53.	D14012	SITAGLIPTIN PHOSPHATE : 50 mg	Tablet
54.	HYPO	Sodium Hypochlorite 5%	Solution
55.	M-385	SPIRONOLACTONE WITH FRUSEMIDE : 50 mg + 20 mg	Tablet
56.	ND0009	TAMOXIFEN : 20 mg	Tablet
57.	D11006	TORASEMIDE : 10 mg	Tablet
58.	D200021	VECURONIUM BROMIDE - 10 mg : dry powder	Injection
59.	G-18	Malathion TC	Solution
60.	G-19	Pyrithrum X.	Solution
61.	G-20	Temephos.	Solution
62.	G-21	Bacillus Thuringiensis Israelensis	Solution
63.	G-22	Bacillus Thuringiensis Israelensis	Wetteble Powder
64.	G-24	Diflubenzuron	Wetteble Powder
65.	G-2	Cetrimide Solution	Disinfect ant Fluid

S. No.	Item Code	Item Name with Description	Type of folrmulation
66.	G-3	Chlorhexidine Gluconate Solution	Disinfect ant Fluid
67.	HS	Hand Sanitizer (Alcohol Base)	Disinfect ant Fluid
68.	G-17	Bleaching Powder	Disinfect ant Powder