



UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LTD.

(A Government of Uttar Pradesh Undertaking)

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

Corrigendum-4 date 06/07/2026

With reference to Tender No. UPMSCL/Drugs-254/07 dated 08 May 2026; the following corrigendum is hereby issued:

Technical Corrigendum

A) Change in tender Conditions

Reference of Tender Document	Existing tender Conditions	Revised tender Conditions
SECTION- II , CLAUSE 13 - EMPANELMENT OF BIDDERS (OPTIONAL):	Newly added	EMPANELMENT OF BIDDERS (OPTIONAL): <ol style="list-style-type: none">Eligibility for Empanelment: Bidders found to be technically and commercially responsive in the tender evaluation shall be eligible for empanelment for the item(s) quoted by them, subject to submission of the prescribed Empanelment Fee and the undertaking in Format-XXI.Purpose of Empanelment: Empanelment shall entitle the bidder to <u>participate in limited tenders (within empanelled bidders) initiated by UPMSCL for the empanelled item(s) in circumstances including, but not limited to:</u><ul style="list-style-type: none">failure or default of the Rate Contract holder in executing supplies;termination, cancellation, blacklisting, debarment, or suspension of the Rate Contract holder;force majeure or any other unforeseen circumstances affecting continuity of supply; orany other situation where the Tender Inviting Authority (TIA) as deemed appropriate in the interest of ensuring uninterrupted availability of the contracted stores.Validity: The empanelment shall remain valid up to the validity period of the respective tender unless terminated earlier by UPMSCL.Applicability of Tender Conditions: All terms and conditions of the tender shall apply <i>mutatis mutandis</i> to all procurements made through the empanelment mechanism.Empanelment Fee: Bidders desirous of empanelment shall submit a non-refundable Empanelment Fee of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) at the time of bid submission, in addition to the prescribed Tender Fee of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only).The bidder shall submit the undertaking in the prescribed Format-XXI along with the bid. Failure to submit the undertaking shall render the bidder ineligible for empanelment.Bidders who fail to submit the prescribed Empanelment Fee and the undertaking in Format-XXI shall not be considered for empanelment. However, such bidders shall continue to be eligible

Reference of Tender Document	Existing tender Conditions	Revised tender Conditions
		for evaluation and award of the Rate Contract under this tender, provided they otherwise satisfy all eligibility and qualification requirements.
e-TENDER SCHEDULE, TENDER PROCESSING FEES	Rs. 5900 /-(Rupees Five Thousand nine hundred only) INCLUSIVE OF GST (NON REFUNDABLE), through RTGS	Rs. 5900 /-(Rupees Five Thousand nine hundred only) INCLUSIVE OF GST (NON-REFUNDABLE), through RTGS + Empanelment Fee (optional) is Rs. 5,900 /-(Rupees Five Thousand nine hundred only) INCLUSIVE OF GST (NON REFUNDABLE), through RTGS
Section II , Clause 1 (Eligibility Criteria) Point (vii) DEBARRING/BLACKLISTING:	vii. DEBARRING/BLACKLISTING: FOR PRODUCT(s) : (i) Tender should not be submitted by the firm / company / loan licensee for the Product(s) for which the firm / Company / loan licensee has been blacklisted / banned / debarred by UP Govt. or UPMSCL, on any grounds. (ii) Tender should not be submitted for the product(s) for which the firm / company / loan licensee has been blacklisted by any other State Government / Central Government / its Drug procurement agencies due to quality failure and/or fraudulent/ illegal practices of the drugs supplied. FOR FIRM/COMPANY: (i) The Company / Firm / loan licensee who has been blacklisted/ debarred/ restricted by UPMSCL or UP Govt., due to any reason should not participate in the tender during the period of blacklisting/debarring/ banning/ restricting. (ii) The Company/ Firm / loan licensee which has been blacklisted/debarring/ banning/ restricting by any other State Government/Central Government / its Drug procurement agencies due to quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/illegal practices of the drugs supplied should not participate in the tender during the period of blacklisting.	vii. DEBARRING/BLACKLISTING: FOR PRODUCT(s) : (i) Tender should not be submitted by the firm / company / loan licensee for the Product(s) for which the firm / Company / loan licensee has been blacklisted / banned / debarred by UP Govt. or UPMSCL, on any grounds. (ii) Tender should not be submitted for the product(s) for which the firm / company / loan licensee has been blacklisted by any other State Government / Central Government / its Drug procurement agencies due to quality failure and/or fraudulent/ illegal practices of the drugs supplied. (iii) If any company, firm, or loan licensee is found to have quoted any product by concealing or suppressing any material fact or information required to be disclosed under the aforementioned Clauses (i) and (ii), the concerned product quoted by such company, firm, or loan licensee may be blacklisted for a period of two (2) years, and the Earnest Money Deposit (EMD) submitted for the concerned item may be forfeited. FOR FIRM/COMPANY: (i) The Company / Firm / loan licensee who has been blacklisted/ debarred/ restricted by UPMSCL or UP Govt., due to any reason should not participate in the tender during the period of blacklisting/debarring/ banning/ restricting. (ii) The Company/ Firm / loan licensee which has been blacklisted/debarring/ banning/ restricting by any other State Government/Central Government / its Drug procurement agencies due to quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/illegal practices of the drugs supplied should not participate in the tender during the period of blacklisting. (iii) If any company, firm, or loan licensee is found to have submitted a bid by concealing or suppressing any material fact or information required to be disclosed under the aforementioned Clauses (i) and (ii), the firm may be blacklisted for a period of two (2) years, and the Earnest Money Deposit (EMD) submitted by the firm may be forfeited.
Section II , INFORMATION FOR BIDDERS, Clause 1, Eligibility Criteria, Point (viii)	viii) The Company/firm which has been convicted by any Court of Law of the Country under the provisions of Drugs & Cosmetics Act, 1940, Drug (Prices Control) Order, shall not be	The Bidders(s) quoting for this tender shall not have been convicted by any Court of Law in India in the any of the quoted Product(s) in the tender and bid should not be

Reference of Tender Document	Existing tender Conditions	Revised tender Conditions															
	eligible to participate in the tender.	submitted for such products for which conviction was granted by any Court of Law for a period of three years from date of such order(s).															
Section II Clause 11. Performance Security	<p>Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the contract value (Price excluding GST) as per the offered quantity as stated in the bid document. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI. Performance security is to be furnished within 21 days after notification of the award and it should remain valid for a period of 18 month's validity. If the bidder fails to submit the performance security bond within 21 days' time then penalty of 5% of performance security value will be charged. After completion of 21 days of date of issue of LOI, 30 days extra will be given with 5% penalty (non-refundable) of PBG \ value to submit the Performance security. Failure to submit performance security within 51 days of LOI issuance date, the LOI may be cancelled by UPMSCL. This penalty shall be deducted from the EMD/subsequent payment of the supplier. In case L-2, L-3... bidders who have agreed to match L-1 price, then the performance security Deposit of L-2, L-...3 bidders will be 5% of the contract value. Payments of the supplies will ONLY be processed after receiving and confirmation of performance security bond for all the contracted suppliers.</p>	<p>Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/Bank guarantee [Only e-PBG or physical PBG with an SFMS (Structured Financial Messaging System)] from a nationalized/ scheduled bank approved by RBI will be accepted on prescribed format (FORMAT-XVI).</p> <p>In addition to the above, if an eligible bidder may deposit the PBG amount into the UPMSCL's bank account, the details are as follows:-</p> <table border="1" data-bbox="852 719 1481 1010"> <thead> <tr> <th>S.No</th> <th>Particular</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Name of Beneficiary</td> <td>Uttar Pradesh Medical Supplies Corporation Limited</td> </tr> <tr> <td>2</td> <td>Name Of Bank</td> <td>ICICI Bank Limited</td> </tr> <tr> <td>3</td> <td>Account Number</td> <td>599801000163</td> </tr> <tr> <td>4</td> <td>IFSC Code</td> <td>ICIC0005998</td> </tr> </tbody> </table> <p>Ordinarily, performance security will be 5% of the contract value (Price excluding GST) as per the offered quantity. Performance security is to be furnished within 21 days from the issuance of LOI and it should remain valid for a period of 30 months. If the bidder fails to submit the performance security within 21 days time then penalty of 5% of performance security value will be imposed. After completion of 21 days of date of issuance of LOI, 30 days extra will be given with 5% penalty (non- refundable) of PBG value to submit the Performance security. Failure to submit performance security after 51 days of LOI issuance date, the LOI may be cancelled by UPMSCL at discretion of TIA. This penalty shall be deducted from the EMD/subsequent payment of the supplier. Payments of the supplies will ONLY be made after confirmation of submitted performance security.</p>	S.No	Particular	Details	1	Name of Beneficiary	Uttar Pradesh Medical Supplies Corporation Limited	2	Name Of Bank	ICICI Bank Limited	3	Account Number	599801000163	4	IFSC Code	ICIC0005998
S.No	Particular	Details															
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4	IFSC Code	ICIC0005998															
Section III , Clause 6, Supply Condition	Newly added	<p>ix. Replacement of Near-Expiry Stock</p> <ol style="list-style-type: none"> 1. Replacement Purchase Order (Replacement PO): UPMSCL may, at its sole discretion, issue a Replacement Purchase Order (Replacement PO) for the quantity of unused supplied stock lying in its warehouse(s) having a residual shelf life of ninety (90) days or less. 2. Obligation of the Bidder: Upon issuance of the Replacement Purchase Order, the bidder shall, at its own cost and without imposing any conditions, lift such identified stock from the designated UPMSCL warehouse(s) and supply an equivalent quantity of 															

Reference of Tender Document	Existing tender Conditions	Revised tender Conditions
		<p>fresh stock conforming to the minimum residual shelf life prescribed under Section III, Clause 6(v), within sixty (60) days from the date of issuance of the Replacement Purchase Order.</p> <p>3. No Financial Liability: The Replacement Purchase Order shall be issued solely for the purpose of replacement of unused or near-expiry stock and shall not create any financial liability on UPMSCL. No payment shall be admissible for supplies made against the Replacement Purchase Order.</p> <p>4. Failure to Execute Replacement PO: In the event the bidder fails to execute the Replacement Purchase Order within the stipulated period, UPMSCL shall be entitled, without prejudice to any other rights and remedies available under the tender, to recover the value of the Replacement Purchase Order from any amount due or becoming due to the bidder under any contract with UPMSCL or any other mean as deemed appropriate by TIA.</p> <p>5. Failure to Lift Identified Stock: If the bidder fails to lift the identified stock within the period specified in the Replacement Purchase Order, UPMSCL may dispose of or destroy such stock in accordance with the applicable rules and procedures. All costs and expenses incurred towards such disposal or destruction shall be recoverable from the bidder and may be adjusted against any amount due or becoming due to the bidder under any contract with UPMSCL or recovered through any other legally permissible means.</p> <p>6. Undertaking: The bidder shall submit an undertaking in the prescribed Format-XX agreeing to comply with the provisions of this clause. Failure to submit such undertaking shall render the bid liable for rejection.</p> <p>7. Applicability of Tender Conditions: Except as expressly provided herein, all other terms and conditions of the tender shall apply <i>mutatis mutandis</i> to the Replacement Purchase Order.</p>
ANNEXURE – B Preparation of tender document, Formats	XVI. Bank Guarantee format for Performance Security.	Please refer revised format XVI enclosed below;
Section II , Clause 5, Requirement of Cover- A; ANNEXURE – B Preparation of tender document, Formats and Checklist-XIII Point 25	Newly added	XX. Undertaking for replacement of unused / near expiry drug stock
Section II , Clause 5, Requirement of Cover- A; ANNEXURE – B Preparation of tender document, Formats and Checklist-XIII Point 25	Newly added	XXI. Undertaking For Empanelment

FORMAT-XVI

Bank Guarantee Format for Performance Security

Bank Guarantee No.: _____

Date: _____

To,

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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

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

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

For _____ Bank

Authorized Signatory

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Employee ID: _____

Employee ID: _____

Branch: _____

Branch: _____

Bank Seal

Bank Seal

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

FORMAT – XX

**‘Notarized on Rs. 100/- Non Judicial e-stamp paper’
Undertaking for replacement of unused / near expiry drug stock**

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

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

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

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)

FORMAT – XXI

**‘Notarized on Rs. 100/- Non Judicial e-stamp paper’
UNDERTAKING FOR EMPANELMENT**

I, _____, S/o _____,
Prop./Partner/Director/Power of Attorney Holder of Firm
_____, situated at (Complete Address of Manufacturing Unit)
_____, bearing Drug License on Form 25 & 28 or Form 10
bearing Numbers _____ and _____ respectively, issued on
_____, valid/renewed up to _____, do hereby solemnly declare and
undertake as follows:

1. That I have applied for empanelment for supply of Drugs & Medicines for the items quoted by me/us in the bid as enlisted in Format–V.
2. That I/We have carefully read all the conditions of the tender reference number UPMSCL/Drugs-254/07 dated 08.05.2026 for Supply-cum-Rate Contract and Empanelment for Supply of Drugs and Medicines for Uttar Pradesh Medical Services Corporation Limited (UPMSCL), and I/We accept all the terms and conditions of the bid, including amendments issued, if any.
3. That I/We shall be considered empanelled for those items for which our bid has been declared technically responsive.
4. That I/We have deposited the prescribed fees required for empanelment.

For M/s. _____

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

(Company Seal)

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

**MANAGING DIRECTOR
UPMSCL**