



**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**

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

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

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

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

**GLOBAL e- TENDER FOR PROCUREMENT OF VACCINE FOR COVID-19**

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

**QUANTITY CONTRACT**

**(For Corona Virus Epidemic)**

**LAST DATE FOR ONLINE SUBMISSION OF TENDER: 21 May, 2021**



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

**TENDER SCHEDULE**

TENDER REFERENCE	:	Ref.: UPMSCL/Global/Covid/2021/437 Dt. 07/05/2021
TENDER WEBSITE	:	<a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
DATE AND TIME OF UPLOADING TENDER	:	7 May, 2021, at 18:00 Hrs (IST)
DATE AND TIME OF DOWNLOADING THE TENDER	:	From, 7 May, 2021, 18:30 Hrs (IST)
LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER	:	21 May, 2021 UPTO 18:00 Hrs (IST)
PRE-BID MEETING	:	12 May, 2021 18:00 Hrs (IST) via Google meet. Meeting id will be announced later on the website.
DATE AND TIME OF OPENING OF <b>TECHNICAL BID-COVER 'A'</b>	:	21 May, 2021 at 18:30 Hrs (IST) at UPMSCL Office, Lucknow
DATE AND TIME OF OPENING OF <b>FINANCIAL BID- COVER 'B'</b> (PRICE/ BOQ)	:	Date shall be declared on website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> and <a href="http://www.upmsc.in">www.upmsc.in</a>
DATE OF COMPLETION OF EXAMINATION OF FINANCIAL BID (PRICE/BOQ)	:	Date shall be declared on website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> and <a href="http://www.upmsc.in">www.upmsc.in</a>
VALIDITY OF TENDER	:	180 DAYS
OPENING OF TENDER	:	Online on <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
ADDRESS FOR COMMUNICATION	:	<b>Uttar Pradesh Medical Supplies Corporation Ltd.</b> , SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Luck now-226010(UP) India
TENDER PROCESSING FEES	:	Rs. 5000/-(Rupees five thousand only) INCLUSIVE OF GST (NON REFUNDABLE), through RTGS

**MANAGING DIRECTOR, UPMSCL**

# Contents

<b>Contents</b> .....	3
<b>SECTION- I</b> .....	5
<b>SECTION II</b> .....	10
1. ELIGIBILITY CRITERIA.....	11
2. EARNEST MONEY DEPOSIT (EMD).....	22
3. CLARIFICATION OF BIDDING DOCUMENTS.....	23
4. AMENDMENT OF BIDDING DOCUMENTS.....	23
5. THE TENDER PROCESS.....	23
6. EVALUATION CRITERIA.....	25
7. AWARD OF CONTRACTS.....	26
8. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	27
9. ISSUE OF NOTIFICATION OF AWARD.....	27
10. AGREEMENT.....	27
11. PERFORMANCE SECURITY.....	28
12. OTHER IMPORTANT INSTRUCTIONS.....	28
<b>SECTION III</b> .....	29
1. DEFINITIONS.....	30
2. STANDARDS.....	31
3. USE OF CONTRACT DOCUMENTS AND INFORMATION.....	31
4. PATENT RIGHTS.....	31
5. PURCHASE ORDERS.....	31
6. SUPPLY CONDITIONS.....	32
7. PACKING.....	33
8. LABELING.....	34
9. LOGO GRAM:.....	35
10. DELIVERY AND DOCUMENTS.....	35
11. QUALITY ASSURANCE.....	35
12. PENALTY CLAUSE.....	35
13. DEBARRING & BLACKLISTING.....	36
14. PAYMENT TERMS.....	37
15. PRICES.....	37
16. CHANGE IN ORDERS.....	38
17. FORCE MAJEURE.....	38
18. TERMINATION FOR DEFAULT.....	39
19. TERMINATION FOR INSOLVENCY.....	40
20. TERMINATION FOR CONVENIENCE.....	40
21. RESOLUTION OF DISPUTES.....	40
22. GOVERNING LANGUAGE.....	41
23. TAXES AND DUTIES.....	41
24. NOTICES.....	41
25. FRAUDULENT AND CORRUPT PRACTICES.....	41
26. QUANTITY CONTRACT.....	42
27. SAVING CLAUSE.....	43
<b>ANNEXURES</b> .....	44
ANNEXURE – A.....	51
ANNEXURE - B.....	52
<b>FORMATS</b> .....	55
Format – I.....	56
Format – II.....	57
Format – III.....	58
Format – IV.....	59
Format – V.....	60
Format – VI.....	61
FORMAT - VII.....	62
FORMAT – IX.....	63
FORMAT – X.....	64
FORMAT- XI.....	65

FORMAT – XII.....	67
FORMAT – XIII.....	68
FORMAT – XIV.....	70
FORMAT – XV.....	72
FORMAT-XVI.....	75
FORMAT-XVII.....	76

**INVITATION FOR E-BIDS**  
**(GLOBAL TENDER)**

**Country:** India  
**Name of Goods:** Covid Vaccine  
**Item Code:** CovVac  
**Tender Enquiry No.:** UPMSC/Global/Covid/2021/437

**The details of the goods to be procured are as follows:**

S. No.	Description of goods	Unit	Quantity	Bid Security in Indian National Rupees (INR)
1.	Covid Vaccine (CovVac) Storage Condition-2-8 °C	Single Dose	Total Doses 40 Million.	160 Million INR

- Uttar Pradesh Medical Supplies Corporation Limited (UPMSCL) invites e-bids for the procurement of Covid vaccine in the quantity as per the schedule of requirement to the Consignee located at various Division levels in the State of Uttar Pradesh, India.
- Interested eligible Bidders may obtain further information from UPMSC Ltd. and download the bidding documents from the official website [www.upmsc.in](http://www.upmsc.in) on all working days.
- Detailed Bid documents may be downloaded free of cost from UP state Public Procurement portal (<https://etender.up.nic.in>) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To participate in the E-Bid Submission for UPMSC it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app.>, using a valid Class III Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online on the e-Procurement Module. After downloading / getting the tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. It is construed that the bidder has read all the terms and conditions before submitting their offer.
- The bidders or their official representatives are invited to attend a pre-bid meeting which will take place on 12.05.2021 at 18:00 Hrs. (IST) via Google meet; the meeting id will be

announced on the website separately. Please note that non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.

- Dead line for submission of bids is 18:00 hours (IST) on 21.05.2021. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in **Schedule of Requirements**. The bidder must submit the bid security in ORIGINAL in a sealed envelope on or before bid submission date and time to the address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 18:00 hours (IST) on 21.05.2021.

**Uttar Pradesh Medical Supplies Corporation Ltd.,**  
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,  
Lucknow-226010(UP) India

## **SECTION- I**

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

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

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

1. Purchaser : **UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (UPMSCL), Lucknow, (UP) INDIA**
2. Consignee : Designated Officers- Drug Warehouses of UPMSCL/UP Medical & Health department
3. Bidder : Manufacturing units participating in the Tender process for supply of Covid Vaccine.
4. Supplier : Successful Bidder to whom contract is awarded.
5. Language of Bid : English
6. List of Items : List of Items is detailed in **Annexure –A (Schedule of Requirements)**
7. EMD : EMD for participation in this tender is **as per table above**.
8. Tender Processing Fees: Rs. 5000/-(INR Five thousand only) Inclusive GST (Non-Refundable) (e-transfer, RTGS/NEFT)
9. Tender System : 2 cover system; (1) **Cover – A: Technical Bid**, EMD and Prequalification,  
(2) **Cover – B: Price Bid/Bill of Quantity (BOQ)**
10. Schedule of events : **As per online tender time schedule (Key dates) on**  
<https://etender.up.nic.in> and [www.upmsc.in](http://www.upmsc.in)
11. Validity of BID : 180 Days from last date of bid submission.
12. Validity of contract : One Year
13. Address for communication : **Uttar Pradesh Medical Supplies Corporation Ltd.**  
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,  
Lucknow-226010
14. Email : **drugs@upmsc.in**

**Note:**

- 1. 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.**
  
- 2. Throughout tender document, Drug shall be read as Item under consideration and other requirements like labeling, packing specification, unit, rates, regulatory requirements and other requirements, if any, shall comply with Act or Rules (in place of Drug and Cosmetics Act 1940 and Rules 1945, Govt. of India), ICMR guidelines, DCGI guidelines and regulations issued by Government of India applicable to the item under consideration.**



## **ABBREVIATIONS:**

UPMSCL	: Uttar Pradesh Medical Supplies Corporation Ltd.
EMD	: Earnest Money Deposit
MD	: Managing Director
TIA	: Tender Inviting Authority
UCP	: Ultimate cost to Purchaser
WHO	: World Health Organization
GMP	: Good Manufacturing Practices
QA	: Quality Assurance
COA	: Certificate of Analysis
SQ	: Standard Quality
NSQ	: Not of Standard Quality
DPCO	: Drug (Price Control) Order
RSD	: Residual Shelf life
PO	: Purchase Order
LD	: Liquidated Damage
GLP	: Good Laboratory Practices
LLP	: Limited Liability Partnership
IP	: Indian Pharmacopoeia
CoPP	: Certificate of Pharmaceutical Product
SITRA	: South India Textile Research Association, Coimbatore
DRDE	: Defense Research & Development Establishment
ICMR	: Indian Council for Medical Research
DCGI	: Drug Controller General of India

## **SECTION II**

### **IMPORTANT INFORMATION FOR BIDDERS**

## IMPORTANT INFORMATION FOR BIDDERS

### General

1. **Scope of Bid:** In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements) and Related Services incidental thereto as specified in Schedule of Requirements. The name, identification and number of lots (contracts) of this Global Tender are **specified in the BDS**.

Throughout these Bidding Documents:

- (a) the term — in writing || means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
- (b) if the context so requires, —singular || means —plural|| and vice versa; and
- (c) —day || means calendar day.

2. **Source of Funds:** The procurement of Covid vaccine under the tender will be sourced for funds by the Uttar Pradesh State Govt. Budget.

3. **Corrupt and Fraudulent Practices:** The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices. In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub- consultants, service providers or suppliers and to permit the Purchaser to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.

4. **Eligible Bidders:** A Bidder may be a firm that is a private entity, a government- owned entity — or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the contract, during contract execution.

A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts

- it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or
  - (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

A Bidder may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.

Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

To be eligible, a government-owned enterprise or institution shall establish to the Purchaser's satisfaction, through all relevant documents, including its Charter and other information the Purchaser may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the

enterprise or has the ability to exercise influence or control over the enterprise or institution.

A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.

Firms and individuals may be in-eligible if -

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Purchaser is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or

A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services:** All the Goods and Related Services to be supplied under the Contract may have their origin in any country. For purposes of this Clause, the term –Goods II includes any goods that are the subject of this Invitation for Bids, and –Related Services II includes services such as transportation, insurance, commissioning and training. The term –originIII means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

**Contents of Bidding Document**

**6. Sections of Bidding Documents:** The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Corrupt and Fraudulent Practices

**PART 2 Supply Requirements**

- Section VII. Schedule of Requirements

**PART 3 Contract**

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Contract Forms

The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. **Clarifications of Bidding Documents:** A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address or email **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall publish its response in the official website specified in BDS for information to all Bidders who have acquired the Bidding Documents including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents.

8. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing corrigendum. Any corrigendum issued shall be part of the Bidding Documents and shall be communicated / published in the departmental website specified in the BDS to all who have obtained the Bidding Documents from the Purchaser. To give prospective Bidders reasonable time in which to take a corrigendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

### **Preparation of Bids**

9. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. **Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. **Documents Comprising the Bids:** The Bid shall comprise the following:

- (a) Letter of Bid.
- (b) Completed schedules.
- (c) Bid Security or Bid-Securing Declaration.

- (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder.
- (e) Documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (f) Documentary evidence establishing the Bidder's eligibility to bid;
- (g) Documentary evidence that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (h) Documentary evidence that the Goods and Related Services conform to the Bidding Documents;
- (i) Any other document **required in the BDS.**

Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid and Price Schedules:** The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**13. Bid Prices and discounts:** The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below. All lots (contracts) and items must be listed and priced separately in the Price Schedules. The price to be quoted in the Letter of Bid shall be the total price of the bid, excluding any discounts offered. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS.** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS.**

Prices shall be quoted as specified in each Price Schedule. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country.

Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex-works, ex- factory, ex warehouse, ex showroom, or off-the- shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, **as specified in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
  - (v) the price of each item comprising the Related Services (inclusive of any applicable taxes).

**14. Currencies of Bid and Payments:** The currency (ies) of the bid and the currency (ies) of



payments shall be **as specified in the BDS**. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS**.

The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**15. Documents Establishing the Eligibility and Conformity of the Goods & Related Services:**

To establish the eligibility of the Goods and Related Services, Bidders shall complete the country of origin declarations in the Price Schedule Forms.

To establish the conformity of the Health Sector Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Schedule of Requirements.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of-

(a) an item-by-item commentary on the provisions of Section VII, Schedule of Requirements demonstrating substantial responsiveness of the Goods and Services to the specifications, or a statement of deviations and exceptions to the provisions of the specifications; and

(b) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet**.

Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:

(a) a copy of the Registration Certificate of the Goods for use in the Purchaser's country.

OR, if such Registration Certificate has not yet been obtained,

(b) evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the **Bid Data Sheet**.

The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the **Bid Data Sheet**.

If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial

equivalence or are superior to those specified in the Schedule of Requirements.

**16. Documents Establishing the Eligibility and Qualifications of the Bidder:**

- a. To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that a Bidder that does not manufacture or produce the Health Sector Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that in case of a Bidder not doing business within the Purchaser's Country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria (see additional clauses for pharmaceuticals and vaccines).

**17. Period of Validity of Bids:** Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- a. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

**18. Bid Security:** The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

- a. A Bid Securing Declaration shall use the form included in the tender document.

- b. If a bid security is specified the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- a. An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - b. an irrevocable letter of credit;
  - c. a cashier's or certified check; or
  - d. another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested.

- c. If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- d. If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.

The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract. or
  - (ii) furnish a performance security.

The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent.

If a bid security is **not required in the BDS** and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract; or furnish a performance security, the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

**19. Format & Signing of Bids:** The Bidder shall prepare one original of the documents comprising the bid and clearly mark it –ORIGINAL. In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them –COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **1. ELIGIBILITY CRITERIA**

Manufacturing units and manufacturer's authorized agents (For Imported product only) are eligible to participate in the tender provided, they have-

- i** Valid license to manufacture/export the item(s) quoted to India as per specifications mentioned in the tender from the Competent Authority or Food and Drugs Administration, Govt. of India.
- ii** **The goods to be supplied must be as per the guidelines issued by Indian Council for Medical Research (ICMR).**
- iii** DCGI approval for supply of the vaccines in Indian Territory must be supplied in form of Import License in form 10 and Import Registration certificate in Form 41.
- iv** The bidder having own manufacturing License) should hold valid WHO GMP certificate issued by the Licensing authorities for all the premises, from where quoted product is being manufactured.

**OR**

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

- v** Minimum average Annual turnover in the last three financial years should be 20 Crores.

NOTE: As per Section 11 of the Drugs and Cosmetics Act 1940 (Application of law relating to sea customs and powers of Customs Officers) – (1) The law for the time being in force relating to sea customs and to goods, the import of which is prohibited by Section 18 of the Sea Customs Act, 1878 (18 of 1878) shall, subject to the provisions of Section 13 of this Act, apply in respect of drugs the import of which is prohibited under this Chapter, and officers of Customs and officers empowered under this Act to perform the duties imposed thereby on a [Commissioner of Customs] and other officers of Customs, shall have the same powers in respect of such drugs as they have for the time being in respect of such goods as aforesaid. (2) Without prejudice to the provisions of sub-section (1), the [Commissioner of Customs] or any officer of the Government authorized by the Central Govt. in this behalf, may detain any imported package which he suspects to contain any drug the import of which is prohibited under this Chapter and shall forthwith report such detention to the Drugs Controller, India, and if necessary, forward the package or sample of any suspected drug found therein to the Central Drugs Laboratory.

**vi DEBARRING/BLACKLISTING:**

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

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

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

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

vii The Company / firm which has been convicted by any Court of Law of the Country shall not be eligible to participate in the tender. Firm has to submit **self declaration** that it has not been convicted by court of law in India.

## 2. EARNEST MONEY DEPOSIT (EMD)

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

Account Holder Name: **U P MEDICAL SUPPLIES CORPORATION LTD**

Account No: **39366886265**

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

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

IFSC code: **SBIN0006893**

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

### **Holding of EMD**

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

### **Forfeiture of EMD**

EMD of a bidder shall be forfeited, if the bidder withdraws or amends his tender or impairs or derogates from the tender in any respect after expiry of the deadline for the receipt of tender but within the period of validity of tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, his EMD will be liable to be forfeited. For partial default or non-acceptance of contract for any item (on justified ground like typographical error in quoted rate), 1 % of total contract value of the item shall be forfeited from the EMD. If the amount would be higher than the EMD amount itself then the bidder has to pay the difference amount within 10 days of such intimation & in case of non-compliance the bidder shall be debarred from doing business with UPMSCL for 2 years.

### **Refund of EMD**

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, not later than 30 (thirty) days after conclusion of the contract. EMD of the

successful bidder shall be returned, without any interest whatsoever, after receipt of performance security as called for in the contract.

### 3. CLARIFICATION OF BIDDING DOCUMENTS

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

### 4. AMENDMENT OF BIDDING DOCUMENTS

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

### 5. THE TENDER PROCESS

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

**Cover - A: Technical Bid**

**Cover – B: Price Bid**

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

- Description of the bidder: Should include the information asked in Format - I
- Copy of e-Transfer Receipt for submission of tender processing fee along with Format - II
- Copy of e-Transfer Receipt for submission EMD with Format - III / Copy of exemption certificate
- Details of manufacturing premises at which quoted drugs are to be manufactured (Format – IV)
- Copy of Valid WHO-GMP certificates of manufacturing premises issued by Licensing Authority or in case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or COPP which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc., or COPP certificate of their Principal Manufacturing Company or firm.
- List of items for which bid is quoted (As per Format – V)
- Copy of the valid license to manufacture/import the item of drug(s)/items quoted as per specifications mentioned in the tender from the Competent Authority. (The items quoted shall be highlighted & item code shall be indicated)

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

**Note:**

- 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.***

**Following given below tender documents mandatorily to be notarized-**

- Copy of valid WHO-GMP certificates of manufacturing premises issued by Licensing Authority or in case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or COPP which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc., or COPP certificate of their Principal Manufacturing Company or firm.
- Non- Conviction certificate issued by Licensing Authority of the Country of manufacture for being not convicted by any Court of Law in the Country of manufacture or any other Country Globally (issued within 6 months prior to publication of the tender) for all premises.
- Copy of valid import license in form 10.
- Copy of valid Import Registration Certificate in form 41.
- List of items for which bid is quoted (As per Format – V)



- Copy of the Manufacturing licenses with validity & drugs approval proof of all items quoted. (The items quoted shall be highlighted & drug code shall be indicated)
- Acceptance of all terms & conditions in all sections of tender document. (Declaration as per Format – VII)
- Manufacturing/Import Experience detail of quoted drugs (As per Format - VIII)
- Affidavit of being a SSI/MSME unit of Uttar Pradesh (If applicable)
- The commitment quantity for an item submitted by the bidder (as per format-XVII).

**Requirements of Cover B:**

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

**Note: *The rates quoted must be rate per dose of the vaccine.***

## **6. EVALUATION CRITERIA**

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

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

**Note:** The above mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfillment of any essential condition called out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive. Infirmity/Irregularity/Non-Conformity if observed

during the preliminary examination, the Tender Inviting Authority find any informality and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute material deviation /financial impact or may ask bidder to comply the same or may ask to submit documents which does not have any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority may convey its observation on such issues to the bidder by online web portal or website or mail etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored / rejected.

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

List of technically qualified bidders & non-qualified bidders (with reasons) shall be published as provisional list on the official website of Corporation. A window period of **2 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.

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

## **7. AWARD OF CONTRACTS**

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

**ii State SSI & MSME:**

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

**iii Multiple Supplier Eempanelment:**

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

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

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

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

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

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The Purchaser shall notify the successful bidder through website notification & by e-mail (indicated in bid submitted), that its bid has been accepted. The bidder shall give his acceptance within 3 days of issue of the Notification of Award, along with agreement document in conformity with the bid document. In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted shall be liable to be forfeited and If supplier has been awarded 1 or more than 1 products and out of that supplier withdraws for partial/all products then supplier's all other products may not be acceptable and supplier may be debarred/blacklisted for 2 years for all products from participating in tenders of UPMSCL.

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

## **10. AGREEMENT**

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

## 11. PERFORMANCE SECURITY

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the annual contract value as per the annual offered quantity as stated in the bid document. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI. Performance security is to be furnished within **07 days** after notification of the award and it should remain valid for a period of 24 month's validity. In case L-2, L-3... bidders who have agreed to match L-1 price, then the performance security Deposit of L-2, L-...3 bidders will be 5% of annual contract value as per the annual quantity of their offered quantity.

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

## 12. OTHER IMPORTANT INSTRUCTIONS

- i The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be periodic as per UPMSCL"s internal protocol with multiple consignees. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional/district level) & the same shall be mentioned in the purchase order.
- ii The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be periodic as per UPMSCL"s internal protocol with multiple consignees. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional/district level) & the same shall be mentioned in the purchase order.
- iii **State SSI & MSME:** Latest directive of Uttar Pradesh Government, in respect of **eligibility, benefits and exemptions** provided to the **State SSI & MSME**, shall be adhered to.
- iv If the successful bidder fails to undertake the contract, the bidder shall be liable for all damages sustained by UPMSCL, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the drug concerned.
- v If any drug supplied by the bidder have been partially or wholly used after supply and are subsequently found to be inferior in quality or NSQ, then the contract price or prices of such drug will be recovered from the bidder, if payment had already been made to him.
- vi Bidders are advised and required to go through **Annexure – B**, for guidance regarding online filling and submission of tender documents.
- vii Price quoted in bid shall be valid for ONE YEAR from the date of award of 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 supply of the drugs procured under this Tender Document.
- **Tender Document** - means the document published by the Tender Inviting Authority containing the data identifying the drugs to be purchased, the quantity and delivery, and which includes specifications, quality requirements and general conditions which will govern the contract on acceptance of a bid.
- **e-tender** - The process of notifying / floating tender and pursuing actions of tender opening online.
- **User Institutions** - are government departments, health care institutions, autonomous bodies, etc. for which the drugs under this tender are procured.
- **Drug** - means and includes, substances defined as “Drug” in the Drugs and Cosmetics act 1940.
- **L1 rate** - means the lowest rate declared by the Tender Inviting Authority for drugs mentioned in this Tender Document.
- **Matched L1 rate** - means the rate of the bidder or bidders who have consented, in writing, to match with the L1 rate for the particular drugs and agreed to abide by the terms and conditions of the Tender Document.
- **Liquidated Damages** – means penal charges levied by the Tender Inviting Authority for the delay in supply of the drugs after the expiry of stipulated period mentioned in the supply conditions.
- **Letter Of Intent** – is an intimation informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- **Purchase Order** - means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the drugs at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.
- **Supplier** - is a person/firm/company or other(s) to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.
- **Empanelled laboratory** - Drug testing laboratory approved under the Drugs and Cosmetics Rules, selected by the Tender Inviting Authority for the purpose of conducting analytical testing of drugs supplied by the suppliers..

## **2. STANDARDS**

The drug supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in **Annexure – A** and shall conform to standards laid down in Drugs and Cosmetics Act & Rules, 1945, There under currently in force. For drugs which are not official in IP currently in force in the country then it shall conform to the standards of other pharmacopeia currently in force as per provisions of Drugs & Cosmetics Act and Rules there under. For drugs other than above referred categories of standards of Drugs & Cosmetics Act and Rules there under, BIS or In-house standards shall be complied with.

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

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

## **4. PATENT RIGHTS**

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

## **5. PURCHASE ORDERS**

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

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

## 6. SUPPLY CONDITIONS

UPMSCL requires at least 60 lac (6 Millions) to 80 Lac (8 Millions) doses of the Vaccine to be supplied every month. The supplies have to be initiated within 7 days of release of purchase order & completed within 30 days. Supplies can be received up to 40th day with 0.2% LD charge per day on value of the goods supplied with delay. On completion of 40 days penalty of flat 20 % shall be levied on value of unexecuted portion. However, purchase order will get auto-cancelled only after 70 days of PO issuance.

The bidders can quote their offers to supply the vaccine in part also, provided that monthly supply shall not be less than 60 lac (6 Millions doses).

Total supply of 40 Millions doses shall be completed within 06 months period of issuance of Letter of Intent (LoI).

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



## 7. PACKING

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

### **Important conditions:**

- I. Injection, in ampoule form, should be supplied in double constricted neck ampoules
- II. Injection Vials should have flip-off caps.
- III. Dry powder injections, for which WFI is not to be used as diluent, must be supplied in combi-pack with suitable diluents. Not more than one batch's diluents shall be supplied with single batch of dry powder injection. Expiry date of the diluents must be later than the drug component. Batch details of diluents shall also be over printed on the catch box containing the combi-pack for injection vial & the diluents. Even if the diluent supplied with the dry powder injection is manufactured by another company, the quality responsibility shall be of the drug supplier to UPMSCCL.
- IV. The tablets/capsules having primary packing unit size of 3's, 6's, 10's, 14', 15's shall be packed in pack sizes of 3'sX10; 6's X10; 10's X10, 14's X10 and 15'sX10 respectively for secondary packing.
- V. For tablets/capsules the tertiary pack shall not contain more than 120 secondary packing units.
- VI. For Oral Liquids the pack sizes and Shipper pack shall be as follows:
  - (a) Paediatric formulations shall be in mono packs and not more than 100 units shall be packed in the tertiary packing.
  - (b) 100 ml or Below 100 ml not more than 100 bottles shall be packed in tertiary packs.
- VII. Dry syrup bottles must be induction sealed
- VIII. Every ointment/cream tubes shall be individually packed in mono-carton and then packed in 12's (in case of 30 gm/60 gm tube) & 20"s (in case of 15 gm tubes) in a White board box. Not more than 20 secondary packs shall be packed in tertiary shippe's pack.
- IX. Vials of Eye, Ear and Nasal drops shall be packed in individual mono-carton with a sterilized dispensing device. 10 primary packs shall be hermetically sealed with polythene cover of which 2 to 5 packs shall be packed in secondary packing. Upto 20 such secondary packs shall be packed in tertiary packs.
- X. Vials should have flip-off caps.
- XI. Eye ointment tubes shall be packed individually in mono-carton of which 10 packs of 30 gm/60 gm and 20 packs of 10g/15gm shall be hermetically sealed with ploythene cover. 2 to 5 such packs shall be packed in secondary packing. Upto 10 secondary packs shall be packed in tertiary packing.

- XII. Upto 100 ml bottles of external preparations not more than 12 shall be packed in board box and not more than 20 secondary packs shall be packed in shipper's/tertiary pack.
- XIII. Not more than 48 jars of ointment/ cream shall be packed in tertiary packing with partition.
- XIV. Not more than 12 bottles of 1 litre and Not more than 24 bottles 500 ml shall be packed in tertiary pack.
- XV. Light-sensitive pharmaceuticals must be packed in containers that allow maximum protection from light.
- XVI. Only first hand fresh packaging materials of uniform size are used for Packing. Packing of recycled paper or packages of different drugs/companies are prohibited. The penal charges for usage of packets of other drugs shall be 5% of the total value of item (s) in question after notice.
- XVII. Tertiary packing shall be of 7 ply and it should be undamaged while received at UPMSCS warehouse. **(For damaged packing 1% may be levied from payment.)**

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

## **8. LABELING**

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

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

## 9. LOGO GRAM:

Submission of bid for the supply of drugs shall be considered as the consent of bidder that the supply will be prepared and packed with the words "**Uttar Pradesh Govt. Supplies - Not for sale**" shall be overprinted on primary, secondary & tertiary packing material which will distinguish from the normal trade packing. It must be ensured.

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

## 10. DELIVERY AND DOCUMENTS

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

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

## 11. QUALITY ASSURANCE

- i Sample of all batches of all drug received through UPMSCL central procurement shall be subjected to physical verification for tender conditions and statutory compliance. As per regulatory guidelines quality tests may be done.

## 12. PENALTY CLAUSE

### i. Liquidated Damage:

Supplies may be accepted upto 10 days beyond the stipulated delivery period with penalty for delayed supply (liquidated damage) of 0.2 % per day on value of goods supplied with delay.

ii. **Risk Purchase:**

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

iii. **LOGO & Packing:**

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

iv. **Demurrage & Destruction Charges**

In case a batch is declared NSQ, the supplier has to take back the corresponding quantity supplied by its own arrangement within 30 days of intimation. Beyond 30 days, 0.2% demurrage charge shall be levied on the value of corresponding quantity remaining un-lifted. In case the supplier does not take the stock of NSQ drugs back with-in 90 days of intimation, then UPMSCL shall be at liberty to destroy the quantity lying at its warehouses. Supplier shall be liable to pay the expenses incurred for such destruction in addition to the demurrage charges applicable.

**13. DEBARRING & BLACKLISTING**

- i. If two batches of any drug supplied by a Company/firm is found not of standard quality, then the Supplier Company/firm shall be **blacklisted** for that particular drug for a period of **three years**.
- ii. If the Supplier fails to execute at least 70% of the order quantity for any particular drug for more than two purchase orders, then the Supplier shall be debarred for supply of that particular drug for a period of two years.
- iii. If a Supplier is blacklisted for more than two drugs for quality issues, then the Supplier shall be debarred as whole for a period of three years.

- iv. The bidder/Supplier who have submitted forged documents in tender or in correspondence to any subsequent communication from UPMSCS shall be declared ineligible to participate in the tenders for a period of 5 years.
- v. The Supplier shall be blacklisted for a period of 3 years if any of the drugs supplied is declared spurious or adulterated by the regulatory authority.
- vi. The Supplier shall be blacklisted for 3 years if proved to have manipulated expiry date of the drugs.
- vii. Goods against orders placed prior to blacklisting/debarring any Supplier shall be received as per normal protocol.

#### **14. PAYMENT TERMS**

Payment shall be made purchase order wise. Payment against any purchase order shall be made to the Supplier based on quality clearance status on bill to bill basis. The payment shall be made through RTGS only. A statement of payment with details of all deductions shall be furnished to the concerned Suppliers for their reference.

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

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

- a) No advance payment is payable.
- b) The payment will only be made after receipt of Certificate of Analysis from the Govt. laboratory
- d) Payment will be made through RTGS (Real Time Gross Settlement System) / Core Banking.

#### **15. PRICES**

- i. DPCO notifications regarding price ceiling has to be adhered by the supplier. If contract price/rate of any drug is higher than the DPCO price, then it has to be revised as per ceiling limit. It would be mandatory for the supplier to execute the supplies in such revised price & penal action shall be taken for non-compliance.
- ii. Prices charged by the Supplier for goods delivered under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- iii. In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- iv. Prices once fixed will remain valid during the schedule delivery period. Increase of Taxes and other statutory duties will not affect the price during this period.

- v. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the Supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the Supplier.
- vi. In case of any enhancement in GST by notification of the Government after the date of submission of bids and during the tender period, the quantum of additional GST so levied will be allowed to be charged. For claiming the additional cost on account of the increase in GST, the supplier shall produce proof of payment of additional GST on the drugs supplied to Tender Inviting Authority. If the documentary evidence for increase in GST is produced, then the invoice amount with the enhanced rates of GST will be admitted, after due verification.
- vii. In case the supplier intends to supply the item under contract with UPMSCL to any other organization at a price/rate lower than the contract rate with UPMSCL then the same would be intimated promptly and contract rate would be revised accordingly.

## **16. CHANGE IN ORDERS**

- i. The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the contract in any one or more of the following:
  - (a) the method of transportation or packing;
  - (b) the place of delivery; or
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **17. FORCE MAJEURE**

- i. For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder/supplier and not involving the successful bidder's/supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. Scarcity of raw materials and power cut shall not be considered as force majeure.

- ii. The successful bidder/Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such a condition and the cause thereof with satisfactory documentary proof, within twenty-one (21) days of occurrence of such event. The time for making supply may be extended by the Tender Inviting Authority /Purchaser at its discretion for such period as may be considered reasonable. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case Force Majeure event the Tender Inviting Authority / Purchaser is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/Purchaser will notify the successful bidder/Supplier accordingly.

## 18. TERMINATION FOR DEFAULT

- (a) The Tender Inviting Authority / **Purchaser** may, without prejudice to any contractual rights and remedies available to it (the Tender Inviting Authority/Purchaser), may by written notice of default sent to the successful bidder/ Supplier terminate the contract in whole or in part, if the successful bidder/ Supplier fails to delivers any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract;
  - (i) if the Supplier fails to perform any other obligation(s) under the Contract; or
  - (ii) if the Supplier, in the judgment of the **Tender inviting Authority/Purchaser**, has engaged in fraud and corruption, as defined in clause 25, in competing for or in executing the contract.
- (b) In the event the **Tender Inviting Authority/Purchaser** terminates the Contract in whole or in part, pursuant to tender Clause, the **Tender Inviting Authority/Purchaser** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the **Tender Inviting Authority/Purchaser** for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- (c) The contract shall be liable for termination for any breach of contract at the discretion of Tender Inviting Authority/Purchaser.

## **19. TERMINATION FOR INSOLVENCY**

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

## **20. TERMINATION FOR CONVENIENCE**

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

## **21. RESOLUTION OF DISPUTES**

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



4. **Seat of Arbitration:** The seat of arbitration shall be at Lucknow, Uttar Pradesh, India. Courts of Lucknow shall have exclusive jurisdiction.
5. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.

## 22. GOVERNING LANGUAGE

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

## 23. TAXES AND DUTIES

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

## 24. NOTICES

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

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

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

## 25. FRAUDULENT AND CORRUPT PRACTICES

It is required that all concerned namely the bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- (i) **“Corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) **“Fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; shall also include misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority/Purchaser, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority/Supplier of the benefits of free and open competition. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality / conviction under Drugs and Cosmetics Act/submission of fake/forged document shall

be deemed as fraudulent practices. Making false/incorrect statement shall also be treated as fraudulent practice.

- (iii) “**Collusive practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (iv) “**Coercive practice**” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “**Obstructive practice**” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (vi) No bidder shall contact the Tender Inviting Authority/Purchaser or any of its officers or any officers of the Government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority/Purchaser or any person associated with UPMSCL. Any such effort by a bidder to influence the Tender Inviting Authority/Purchaser/ factory inspection team/ sample evaluation committee/ bid comparison or contract award decisions may result in rejection of the bid; or

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

## **26. QUANTITY CONTRACT**

This is a Quantity Contract Tender. The bidders are expected to quote their best rates. The rates quoted by the bidder shall remain same till the procuring of tendered quantity and the quantity can be increased up to additional 50 % with mutual agreement. The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirement. Purchase orders would be periodic quantity as per UPMSCL’s internal protocol with multiple consignees. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at

Divisional/district level/ Health facility) & the same would be mentioned in the purchase order.

## **27. SAVING CLAUSE**

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

# Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

S. No.	A. General
1.1	<p><b>Name of Purchaser:</b> Uttar Pradesh Medical Supplies Corporation Limited, (UPMSCL), Lucknow (UP)</p> <p><b>Name of Authorized Procurement Agent:</b> Uttar Pradesh Medical Supplies Corporation Limited, (UPMSCL), Lucknow (UP) 7/23, SUDA bhavan, Gomti nagar Extension, Lucknow – 226010. E-Mail: <a href="mailto:drugs@upmsc.in">drugs@upmsc.in</a></p> <p>UPMSCL will be handling the bidding process as well as sign the contracts for this tender. UPMSCL will exercise all rights and obligations for the purpose of this tender.</p> <p>Type of Goods: <b>Covid Vaccine</b></p> <p>Name and identification number of the Contract:</p> <p><b>Procurement of Covid Vaccines.</b></p> <p><b>Global e- Tender no.: UPMSCL/GlobalTender/Covid/2021/001</b> <b>Date: 07/May/2021</b></p>

	<b>B. Contents of Bidding Documents</b>
2.1	<p><b>REGISTRATION</b></p> <ul style="list-style-type: none"> <li>a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>) by clicking on the link “<b>Online Bidder Enrolment</b>” on the UP state public procurement Portal.</li> <li>b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</li> <li>c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the UP state public procurement Portal.</li> <li>d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.</li> <li>e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</li> <li>f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.</li> </ul> <p><b>SEARCHING FOR TENDER DOCUMENTS</b></p> <ul style="list-style-type: none"> <li>a) a) There are various search options built in the UP state public procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the eprocurement Portal.</li> </ul>

g) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the UP state public procurement Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.

b) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **ASSISTANCE TO BIDDERS**

a) Any queries relating to the process of online bid submission or queries relating to eprocurement Portal in general may be directed to the 24x7 eprocurement Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support- eproc@nic.in

b) Bidders information useful for submitting online bids on the eprocurement Portal may be obtained at: [https://etenders.gov.in/eprocure/app?page=BiddersManualKit & service=page](https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page)

c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>

d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.

e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 14 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

Bidders can view / download complete bid documents from UPMSC website <http://www.upmsc.in>

**3.1**

For the purpose of obtaining clarification the Purchaser's address is :-

**Managing Director**

UPMSC Ltd. (Procurement Agent)

7/23, SUDA bhavan, Gomti nagar extension,

Lucknow-226010 (Uttar Pradesh), India

	<p>Fax: 91(0522) Tel: 91(0522) 2838102</p> <p>Email: <a href="mailto:drugs@upmsc.in">drugs@upmsc.in</a></p> <p>A prospective Tenderer requiring any clarification on the Bid Document may notify online only. <b>Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 05 (five) days prior to the deadline for submission of tenders.</b> Details of such questions raised and clarifications furnished will be uploaded in Central Public Procurement Portal (<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>) UPMSCL (<a href="http://www.upmsc.in">www.upmsc.in</a>) without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded</p>
3.2	<p>Pre Bid Meeting:- the bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below:- Date: <b>12.05.2021</b> Time: 18:00 Hrs. (IST) Venue: Virtual Meeting Platform (Google meet) Meeting link will be notified separately.</p> <p>Non attendance at pre bid meeting will not be a cause for disqualification of a bidder.</p>
	<p><b>C. Preparation of Bids</b></p>
4.1	<p>The language of the bid and all correspondence exchange is: <b>English.</b> Language for translation of supporting document and printed literature is: <b>English.</b></p>
5.1	<p>For Indian Bidders: Scanned copy of Power of Attorney should be uploaded on the eprocurement portal and is to be submitted before bid submission deadline. The Power of Attorney shall be on non judicial stamp paper and the person signing the Power of Attorney should sign by hand. Stamped, electronic or scanned signature on the Power of Attorney is not acceptable and such bid will be considered non-responsive.</p> <p>For foreign bidders: Scanned copy of Power of Attorney should be uploaded on the eprocurement portal and original hard copy of Power of Attorney is to be submitted before bid submission deadline. Power of attorney shall be on a paper similar to non judicial stamp paper, if any, as per the law of the country of the bidder. If there is no such legal paper available in the country of the bidder, the same should be confirmed under</p>

	<p>the stamp and signature by hand of the person signing the power of attorney. In such a case Power of Attorney can be submitted on plain paper duly signed by hand. Stamped, electronic or scanned signature on the Power of Attorney is not acceptable and such bid will be considered non-responsive.</p>
<p><b>6.1</b></p>	<p>The following documents must be included with the bid:</p> <p>Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:</p> <ul style="list-style-type: none"> <li>(i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: <ul style="list-style-type: none"> <li>(a) is incorporated in the country of manufacture of the Goods;</li> <li>(b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods; A copy of its manufacturing license, a statement of installed manufacturing capacity &amp; list of drugs being manufactured by the bidder with product registration/ license number and date should be submitted.</li> <li>(c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years;</li> <li>(d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission;</li> <li>(e) has a valid Certificate of Pharmaceuticals Product (COPP) as recommended by the WHO for each product code offered.</li> </ul> <p><b>Note: WHO GMP and COPP should be valid on the date of bid opening.</b></p> <ul style="list-style-type: none"> <li>(ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, <ul style="list-style-type: none"> <li>(a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to</li> </ul> </li> </ul> </li> </ul>



	<p>supply the Goods in the Purchaser's country; and</p> <p>The Bidder shall also submit the following additional information:</p> <ul style="list-style-type: none"> <li>(a) a statement of installed manufacturing capacity duly certified by Chartered Accountant.</li> <li>(b) copies of its audited financial statements for the past three fiscal years;</li> <li>(c) details of on-site quality control laboratory facilities and services and range of tests conducted;</li> <li>(d) list of major supply contracts conducted within the last five years.</li> </ul>
<b>7.1</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A -primary manufacturer is defined as a company that performs all the manufacturing and formulating operations needed to produce pharmaceuticals or nutritional supplements in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered.</p> <p>The following details shall also be provided by Indian Bidders:</p> <ul style="list-style-type: none"> <li>a) Name, address, PAN. and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company.</li> <li>b) Company's PAN and Income Tax details and ward/circle where it is being assessed,</li> <li>c) Registration details of the company under GST and other laws as may be applicable.</li> </ul>
<b>8.1</b>	<p>Alternative bids <b>shall not</b> be accepted. The bidder should not submit more than one bid for any Schedule.</p>
<b>9.1</b>	<p>The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract. Prices quoted by the Bidder shall be <i>"fixed"</i>.</p>
<b>10.1</b>	<p>Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package.</p>

## **ANNEXURES**

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

**ANNEXURE – A**

**Schedule of Requirement**

<b>S. No.</b>	<b>Item Code</b>	<b>Item Name with Description</b>	<b>Estimated Quantity (in no. of Doses)</b>
1	Cov-vac	Covid Vaccine (CovVac) Storage Condition-2-8 °C	Total Doses 40 Million.

**Note:**

1. *The quantity mentioned is indicative requirement. Actual quantity of procurement would vary from indicative quantity as per actual consumption.*
2. *The above mentioned quantities may increase substantially in case of epidemics/emergency; hence, actual purchase of items may be substantially higher as compared to tendered quantities.*

**ANNEXURE - B**  
**PREPARATION & SUBMISSION OF e-BIDS**

▪ **Documents Constituting the e-Bid**

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

▪ **Format and Signing of e-Bids**

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

▪ **Submission of e-Bids**

- The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the 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-Bidding system, **it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>**. The Bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home

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

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

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

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

▪ **Late e-Bids**

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

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

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

○

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

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

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

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

## **FORMATS**

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

## Format – I

### INFORMATION ABOUT BIDDER

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



## Format – II

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

(To be submitted along with technical bid)

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

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

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

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

**Format – III**

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

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

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

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

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

**Format – IV**

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

S. no.	Address of the manufacturing unit	License number	Validity of Manufacturing License	Validity of WHO-GMP	Regulatory approvals of the premises	No. of Technical person engaged		
						QA	QC	Prod

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

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

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

**Format – V**

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

Sl. No.	Item Code	Item name	License number	Validity of License	First Date of approval of product	Reference page no. document submitted	Standard Batch size	Shelf life	Deviation if any from the specification mentioned in tender *

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

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

NAME\_\_\_\_\_

DESIGNATION\_\_\_\_\_

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

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

**Format – VI**

**AVERAGE ANNUAL TURNOVER CERTIFICATE**

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

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

Turnover in the year of 2018-2019.	RS.
Turnover in the year of 2019-2020.	RS.
Turnover in the year of 2020-2021.	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

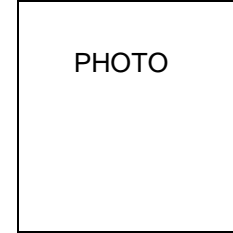
CERTIFIED BY CHARTERED ACCOUNTANT (CA)/ CERTIFIED PUBLIC ACCOUNTANT (CPA).

Name of Chartered Accountant/ Certified Public Accountant (In capital letter):

Regd. No. of Chartered Accountant/ Certified Public Accountant:\_\_\_\_\_

NOTE: The turnover of other than participant will not be accepted. Audited balance sheet & profit & loss statement for last three years (Self attested & Certified by CA/CPA shall also be enclosed as proof of the claim) shall also be enclosed as proof of the claim). For the year 20-21, Provisional financial statements shall also be considered.

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



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

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

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

**DATE:**

**Signature:**

**Name:**

**Designation:**

**SEAL:**

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

## **FORMAT – IX**

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

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

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

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

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

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

**FORMAT – X**

**BANK DETAILS OF THE BIDDER**

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

(in lieu of the bank certificate to be obtained, please **attach the copy of original cancelled cheque** issued by bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I shall not hold M/s. Uttar Pradesh Medical Supplies Corporation Ltd. (UPMSCL) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a bidder /successful bidder.

Date: \_\_\_\_\_ Company Seal \_\_\_\_\_ Signature \_\_\_\_\_  
Place: \_\_\_\_\_ (Name of the person signing & designation)  
-----

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

Bank Seal with address. \_\_\_\_\_ Signature of the authorized  
\_\_\_\_\_ official of the bank.



**FORMAT- XI**

**Letter of Authorization**

**POWER OF ATTORNEY FOR SIGNING OF BID**

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

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

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

1.

2.

[Notarised]

Accepted

.....

(Signature)

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

Notes:

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

**FORMAT – XII**

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

**Name of the Bidder** \_\_\_\_\_

**Tender No.** \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	51	
S.No.	Item Description	Country of Origin	UNIT	Qty	Unit Price Indicating currency  FOB (name of port of shipment or FCA (name of place of delivery) (retain only one)	Total price (5X6)  FOB (name of port of shipment or FCA (name of place of delivery) (retain only one)	Charges for Insurance & transportation to port/ /place of destination	Total price CIF/ CIP (retain only one) (7+8)	Indian Agents Commission as a percent of FOB/FC A price included in the Quoted price, if any ( INR ) .  ( it should not be more than 5% )	Approx. Shipment Weight and volume	Indian Customs Charges; Tariff No and HSN No. (ICT & HSN No.)	GST	Local Conveyance/ Incidenta l Charges/	Local Insurance	Total Price (7+8+10+12+13+14)  ( US Dollar / INR )  ( INR component for Indian Agency commission
01.															

Total Amount in word.

Please fill all the above component whichever is applicable.

In case of discrepancy the amount quoted in word will prevail over the amount quoted in numbers.

**Note: Currency** \_\_\_\_\_

a. Indian Agents name & address \_\_\_\_\_

Total Bid price in foreign currency_____
In words_____
Signature of Bidder_____
Name_____
Business Address_____

b. The Indian agent's commission shall be paid in Indian Rupees only (if any, should not be more than 5% of FOB. )

c. The cost of optional items shall be indicated separately.

d. Foreign currency quote should be in US dollar. Local agency commission should be in INR .

e. For foreign currency ( US Dollar ), the exchange conversion rate ( US dollar to INR , Vice –versa) will be as on the date of Technical Bid opening, No further escalation will be accepted.

## FORMAT – XIII

### CHECK LIST

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

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

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

<b>15</b>	Copy of firm's PAN card.			
<b>16</b>	Bank Details of the bidder. (As per <b>Format – X</b> )			
<b>17</b>	Letter of Authorization (As per <b>Format – XI</b> )			
<b>18</b>	Other documents for establishing eligibility of bidder			
<b>19</b>	Other document if asked by TIA			
<b>20</b>	Committed Quantity for UPMSCL ( <b>Format XVII</b> )			
<b>21</b>	Checklist as per <b>Format-XIII</b>			

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

## **FORMAT – XIV**

### **INTEGRITY PACT**

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

1. This Integrity pact is a fidelity agreement between the Supplier (which include all their employees, agents and consultants etc. who are registered/seek registration or awarded/seek Contract(s)/Quantity Contract(s) (QCs) 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/Quantity Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of UPMSCL shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favor of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, anti-competitive practices, collusion, which are not limited to, but also include the following:

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

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

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

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

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

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

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

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

## **FORMAT – XV**

### **AGREEMENT**

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

Between

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

and

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) All the documents submitted by the tenderer as part of Technical Bid and Price Bid;
  - (b) The Schedule of Requirements;
  - (c) The Specifications and other quality parameters;
  - (d) The clarifications and amendments issued / received as part of the Tender Document
  - (e) The General Conditions of Contract;



(f) The Specific Conditions of Contract; and

(g) The Purchaser's offer Letter

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

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

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

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

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

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

### SCHEDULE

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

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

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by

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

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

**FORMAT-XVI**

**Bank Guarantee Format for Performance Security**

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

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

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

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

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank / Branch

## **FORMAT-XVII**

### **Committed Quantity for UPMSCL**

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