



National Competitive Bidding

REQUEST FOR PROPOSAL (RFP)

For

**[Collection, Transportation, Treatment,
& Disposal of Expired Drugs]**

Part I: Instructions to Bidders

Issue Date: 22.03.2023

Tender Number: UPMSCS/RFP/DED/2023/029

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti Nagar
Extension, Lucknow - 226010 Website: <http://www.upmsc.in> <https://etender.up.nic.in>, Email:
gm.scm@upmsc.in Tel. no. 0522-2060098

INVITATION FOR BID

For

**[Collection, Transportation, Treatment,
& Disposal of BIO-MEDICAL Waste]**

S.N.	Activity	Date and Time
1.	RFP No.	UPMSCL/RFP/DED/2023/029
2.	Commencement of Downloading of Tender Document	22 March 2023 From 06:00 PM from the website of https://etender.up.nic.in
3.	Pre-Bid Meeting	27 March 2023 up to 4:00 PM
4.	Last Date for Submission of Online Bids	11 April 2023 up to 03:00 PM
5.	Date and Time for Opening of Technical Bids	11 April 2023 up to 04:00 PM on the website https://etender.up.nic.in
6.	Validity of Bid from Date of Opening	180 days
7.	Address for Communication/Prebid	Uttar Pradesh Medical Supplies Corporation Limited. SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

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SECTION- I

DESCRIPTION & DIRECTIVE

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

The Managing Director, Uttar Pradesh

Medical Supplies Corporation Ltd, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar, Extension, Lucknow- 226010, (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 drugs to be procured vide this tender is detailed in **Schedule of Requirement: Annexure – A.****

The cost of tender document is acceptable RTGS/NEFT only.

1. EMD should be deposited from bank account of the bidder only.

Account Holder Name: **Uttar Pradesh 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)

2. The Tender Inviting Authority reserves the right to extend the schedule of tender or to reject the tender without assigning any reason.
3. Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.
4. **A prospective Bidder requiring any clarification of the Bidding Documents may notify the TIA in writing or by an e-mail at the TIA's mailing address indicated in the Invitation for Bids. The TIA may conduct a pre-bid meeting which will be notified in e-tender website/ website of the TIA. The purpose of the meeting will be to clarify issues and to answer questions on any query that may be raised up to that stage. TIA reserves the right to take decision on nature and extent of amendments required.**
5. All communication, addendum/corrigendum related to this tender will be issued on the website of www.etender.up.nic.in
6. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.
7. Tender Inviting Authority reserves the right to reject any or all the applications without assigning any reason.

**Managing Director,
Uttar Pradesh Medical Supplies Corporation Ltd.**

Uttar Pradesh Medical Supplies Corporation Limited

(CIN: U85310UP2018SGC102425)

(A Govt. of Uttar Pradesh Undertaking)

Registered office: SUDA Building, 7/23 Sec-7, Gomti Nagar Extension, Lucknow-226010

Email Id.: gm.scm@upmsc.in **Website:** www.upmsc.in , www.etender.up.nic.in

Contact No.: 0522-2838102

Tender No: **UPMSCL/RFP/DED/2023/029**

Date-22.03.2023

E-Tender Notice for Disposal of expired Drugs

(Only through E- Tender on website:-www.etender.up.nic.in)

Uttar Pradesh Medical Supplies Corporation Limited, Lucknow invites online tenders from reputed Firms for empanelment of firms/agencies for performance based collection, transport, treatment and disposal of Expired Drugs as per CPCB guidelines and thereby invites tenders from firms having valid authorization from State Pollution Control Board (SPCB) to operate in the respective state.

Tender Schedule

S.N.	Activity	Date and Time
1	RFP No.	UPMSCL/RFP/DED-02/
2	Commencement of Downloading of Tender Document	22 March 2023 From 06:00 PM from the website of https://etender.up.nic.in
3	Pre-Bid Meeting	27 March 2023 up to 4:00 PM
4	Last Date for Submission of Online Bids	11 April 2023 up to 03:00 PM
5	Date and Time for Opening of Technical Bids	11 April 2023 up to 04:00 PM on the website https://etender.up.nic.in
6	Validity of Bid from Date of Opening	180 days
7	Address for Communication/Pre bid	Uttar Pradesh Medical Supplies Corporation Limited, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

The details of tender notice are given on website: - www.etender.up.nic.in.&upmsc.in Kindly read the tender notice before applying.

Note: -Tender form can be downloaded online from the website of www.etender.up.nic.in before the last date of downloading the bid document as per above mentioned schedule.

The Tender Inviting Authority reserves the right to extend the schedule of tender, issue corrigendum or to reject the tender without assigning any reason.

Jurisdiction of all legal disputes shall be the court of law at Lucknow (UP) India. The details of tender notice are available on website:-www.etender.up.nic.in.

**Managing Director
UPMSCL**

SECTION- II

IMPORTANT INSTRUCTIONS FOR BIDDER

1. General Terms & Conditions

UPMSCL invites bids for empanelment of firms/agencies for performance based collection, transportation, treatment and disposal of Expired Drugs/materials as per CPCB guidelines and thereby invites online tenders from firms having valid authorization from State Pollution Control Board (SPCB) to operate in the State.

This is for engaging eligible Collection (including labor), Transportation, Treatment, & Disposal of Expired Drugs/materials provider CBWTF agency for need basis.

Disposal of the expired drug will be done during the year, after closing of the Financial Year.

Scope of Work:

- a. The selected CBWTF firm (Contractor) shall be responsible for the handling, collection, transport and disposal of Expired drugs/materials available at Warehouses. It shall be the legal duty of the firm to ensure that expired drugs are collected, transported and disposed in such a manner that they do not cause any adverse effect on human health or environment, **as per the provisions of Bio-Medical Waste (Management & Handling) Rule 2016.**
- b. All legal responsibility of Expired drugs shall be of the CBWTF Contractor immediately after it being picked up from the UPMSCL Warehouses.
- c. If any mishap happens during transportation all responsibility shall be that of the contractor.
- d. Irrespective of shut down/ break down of the plant/ incinerator/ CTF of the CBWTF Contractor, it will be the responsibility of the contractor to collect Expired drugs from 75 UPMSCL District Drug Warehouses during the allotted period.
- e. In case of breakdown, if disposal is not done within 48 hrs. (as per rules & regulations of Bio- Medical Waste Management & Handling) Rule 1998, all legal responsibility will be that of the contractor.
- f. The firm shall transport the Expired drugs in a dedicated covered vehicle to an authorized waste treatment facility Centre as per Rules and time to time according to instructions issued from the SPCB.

- g. It would be the inescapable duty of the Contractor (CBWTF) to ensure that the instrument and practices used for the treatment and disposal of the waste is duly comply with the standards prescribed in Bio- Medical Waste (Management & Handling) Rules 2016.
- h. The Contractor (CBWTF) will provide Photo and video proof of the entire disposal process of the expired drugs collected from UPMSCL Warehouses.
- i. The entire process of collection, transportation & disposal of drugs will be executed in presence of UPMSCL officials.
- j. The Contractor (CBWTF) would be required to assist UPMSCL in filling annual reports and other reports/ records as mandated by the appropriate pollution control authorities from time to time.
- k. The contract shall not be transferable to any one and the Contractor (CBWTF) shall be personally liable in respect of this arrangement.
- l. The Contractor (CBWTF) agency shall provide all vehicle details which will be used for disposal process of the expired drugs in advance (including vehicles sub-let by the agency from the third – party).
- m. It shall be legal duty of the firm to ensure that expired drugs are collected, transported and disposed using Bar Code / Digi locker system as per guideline for implementation of Bar Code system for effective management of BMW April-2018.
- n. The Bidder shall submit an **original affidavit (on stamp paper)** and Notarized (dated after publication of the tender), stating that the firm/agency has not been debarred/blacklisted by any government or private Organization.
- o. The management of UPMSCL shall have the right to withhold payment, terminate the contract or make the recovery from the agency in respect of any losses or damage caused or occasioned due to violation of statutory obligations or unsatisfactory performance.
- p. After receiving the work order from UPMSCL Office, disposal of the expired drug should be done within 15 days of pickup from warehouse and certification of the same should be provided to UPMSCL within same mentioned period.
- q. UPMSCL have right to amend or introduce new condition or cancel any term as per public interest or as the guidelines of PCB.

2. EMD (Earnest Money Deposit)

- a. The Earnest Money Deposit shall be Rs.**100000/-** (Rupees One Lakh only) which shall be paid in the form of either, RTGS/NEFT in favor of UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LTD.
- b. Application submitted without sufficient EMD will be summarily rejected.
- c. The Earnest Money Deposit will be refunded to the successful applicants within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.
- d. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned within 30 days after last date of receipt of applications.
- e. The Earnest Money Deposit (EMD) will be forfeited, if the applicant does not execute agreement/undertaking within the period prescribed after receipt of offer of empanelment.

3. Performance Bank Guarantee:

- a. The Successful Operator will be required to submit a security amount (Performance Security) of Rs **3,00,000 (Three Lac)** against estimated **tender value i.e. Rs. 10000000 (1 Cr)** in the form of bank guarantee from a scheduled bank within seven working days of receipt of the contract award letter, but before signing of the contract. In event of any breach/ violation of any terms and conditions contained herein the operator, the said security deposit shall be fortified.
- b. Performance security should remain valid for the period of 120 days after the completion of all contractual obligations. No interest shall be paid on earnest money or performance security deposits.

4. Eligibility Criteria

- a. **Authorization** -The CBWTF contractor should have valid authorization from State Pollution Control Board (SPCB) under Form –III, Rule 10 of the BIO Medical Waste (management & Handling) Rule 2016, for the operation of common facility for the Collection, Reception, Treatment, Storage, Transportation, Treatment and Disposal of Expired drugs.
- b. **Financial Capability**- Average annual financial turnover should be **Rs.20 lakhs** per annum during the **last 3 (three)** Financial years (2019-20, 2020-21 & 2021-22). Provisional

financial Statements for FY2021-22 may be allowed if it is certified by the Chartered Accountants.

c. Past Experience

- Having at least 2 (Two) years continuous experience in rendering services in the field of Collection, Transportation, Treatment, & Disposal of Expired Drugs from Govt. Institution/ Pvt Institutions (Work Order Copies & Experience Certificate are to be enclosed) i.e., Financial year 2020-21 & 2021-22). The Experience has to be in Government Hospital/Semi Govt. Hospitals /PSU /Reputed Corporate Hospitals /Warehouses.
- One similar completed services costing not less than the amount equal to 80% (Eighty percent) of the required turnover for the participating schedules.

- d. Income Tax Clearance Certificate** (returns filed) of last 3 financial years (2019-20, 2020-21 & 2021-22) and the Balance sheet inclusive of Profit and Loss account for the last 3 years (2019-20, 2020-21 & 2021-22). **GSTIN** and other registration certificate are required.

The bidders who are registered with UP State MSME, they will get the benefit of this regarding EMD fee as per the rules. But registration should be in the same category of their services. The bidder should also attach the certificated for the same in their technical offers. Without the certificated in their technical offers for the same category of services, Bidder will not eligible for benefits of EMD exemption.

5. 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 Document by an amendment. All such amendments will be made available on <https://etender.up.nic.in> and www.upmsc.in. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the TIA may extend the deadline for the submission of bids.

6. Award Of Contracts/Empanelement Of Firms

Award Criteria: Contract will be awarded to all technically qualified participants whose bid has been determine to be substantially responsive, subject to the bidder agreeing to all terms and conditions of the tender. This contract will be called Principal Contract. A written agreement shall be executed between UPMSCL & the Company/Firm to whom contract is awarded. UPMSCL may also do contract with all bidders who are willing to render the services.

7. 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.

8. Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids

The Purchases reserve 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 bidder on the grounds of purchaser's action.

9. Other Important Instruction

Purchase order shall be periodic as per UPMSCL's internal protocol with multiple consignees. The place of service can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional / District level) & the same shall be mentioned in the agreement.

10. Change in Orders

- a) 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:
 - The time, place and schedule of providing the services in district warehouse.
 - The quality and standard of the services.
 - The diversion of terms and condition as specified in the documents: or
- b) 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 service 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 made therein.

11. Penalty clause

- a) All content, reports and other documents submitted by the bidder pursuant to this work order shall become and remain the property of the UPMSCL.
- b) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the UPMSCL may take a decision to cancel the contract with immediate effect and stringent action shall be taken against the agency/bidder.

- c) Any violations during execution of the services as per clause no 1 (p) of general terms and condition, the Agency/bidder shall be liable to pay a Liquidated Damages (LD) at a rate of 0.2 % per day on basic value of invoice of concern district till the completion of the work.
- d) The UPMSCL will have the right to cancel the contract at any time without assigning any reason thereof.

12. PAYMENT TERMS

- a) The agency's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate work done and upon fulfillment of other obligations stipulated in the Contract.
- b) The agency should also submit cover letter with summary of all invoice numbers as per point 'a' with district wise all necessary document (warehouse-in-charge verification of medicines list and its weight, kanta slip for weight verification etc)
- c) A statement of payment with details of all deductions shall be furnished to the agency for their reference.
- d) Payment for work shall be made in Indian Rupees as follows:
 - No advance payment is payable.
 - The payment will only be made after receipt of Certificate of disposal of medicines by agency as per contract rules.
 - Payment shall be made considering penalties if any.
 - Payment will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System) / Core Banking.

13. Force Majeure

The UPMSCL will notify the successful bidder/supplier accordingly. For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder/suppliers 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, acts of the UPMSCL 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.

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 of services may be extended by UPMSCL 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 obligation under the Contract as far as is a reasonable practice, and shall seek all Reasonable alternative means for performance not prevented by the Force Majeure event. In case Force Majeure event the UPMSCL is unable to fulfill its contractual commitment and responsibility.

14. Termination For Default

- a) The UPMSCL may, without prejudice to any contractual rights and remedies available to it (UPMSCL), may by written notice of default send to the successful bidder/ Supplier terminate the contract in whole or in part, if the successful bidder/ Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract.
- b) If the Supplier fails to perform any other obligation(S) under the contract; or
- c) If the Supplier, in the judgment of the UPMSCL, has engaged in fraud and corruption, as defined in clause 17, in competing for or in executing the contract.
- d) In the event the UPMSCL terminates may procure, upon such pursuant to tender Clause, UPMSCL may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar Goods, However, The Supplier shall continue the performance of the Contract to the extent not terminated.
- e) The contract shall be liable for termination for any breach of contract at the discretion of UPMSCL.

15. Resolution of Disputes

- a) If dispute or difference of any kind shall arise between the UPMSCL and the successful bidders in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the empaneling agency 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 application arbitration procedure and shall be as per the Arbitration and Conciliation Act, 1996.
- c) In the case of a dispute or difference arising between the UPMSCL 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.

- d) Seat of Arbitration: The seat of arbitration shall be at Lucknow, Uttar Pradesh, India. Courts of Lucknow shall have exclusive jurisdiction.
- e) The Language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian Laws.

16. 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.

17. Notice

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

**The Managing Director,
Uttar Pradesh Medical Supplies Corporation Ltd,
Regd. Office: SudaBhawan, 7/23, Sector-7, Gomti Nagar, Extension,
Lucknow-226010 Tel.No. 0522-2838102**

18. Fraudulent and Corrupt Practices

It is required that all concerned namely the bidder/Successful bidder etc. to observe the highest standard of ethics during the empanelment 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:

- a) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- b) “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.

- c) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- d) “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.
- e) “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 matter relevant to the investigation or from pursuing the investigation.
- f) No bidder shall contact the Tender Inviting Authority/ empanelling agency 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 UPMSCCL. 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 empanelling agency 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.

ANNEXURES

- A. Information about bidder
- B. Declaration Form
- C. Technical Bid-Check List of Documents
- D. Average Annual Turnover statement
- E. Checklist
- F. Sample BOQ as visible in e-Tender Portal
- G. Agreement Format
- H. Work Order Format

ANNEXURE-A

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) Whether the firm/company falls in SSI/MSME category: Yes/No
- 4) If MSME, State in which it is registered as MSME:
- 5) A brief history of Inception and development:
- 6) Corporate address of Bidder:
- 7) Participating in tender as:
- 8) Average annual Turnover (Last 3 Years) of the firm:
- 9) Approximate annual turnover of domestic Trade:
- 10) Name, Designation & contact detail (including mobile/phone no.) of the authorizer person for submitting bid and signing contract.
- 11) Name Designation of the person authorizing:
- 12) Name and contact detail of Owner/Managing Director of the company:
- 13) E-mail address of Bidder for correspondence:

(Note: All the correspondences related to this tender shall only be done through this email)

ANNEXURE-B

DECLARATION FORM

‘Notarized on Rs. 100/- Non Judicial stamp paper’

1. I,.....Son/.....Daughter of
Shri.....Proprietor/Partner/Director/Authorized Signatory is/ am competent
to sign this declaration and execute this tender terms and condition in document.
2. I/we have carefully read and understood all the terms and conditions of the tender and hereby
convey my/our acceptance of the same.
3. I/we, am/ are hereby declare that the agency has not been declared as black listed in any
government department.
4. Compliance under statutory provisions is in order and not being violated.
5. The information/ documents furnished along, with the above application are true and
authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that
furnishing of any false information/fabricated document would lead to rejection of my
Tender.

Date:

Name:

Signature of Authorized Person

Place:

Company Seal:

NB: The above declaration, duly signed and sealed by the authorized signatory of the
company, should be enclosed with Technical Bid.

ANNEXURE-C

TECHNICAL BID

Name of the Bidder, Address, Phone No. Mobile No. email address, Name of contract person.	
-------------------------------------------------------------------------------------------------	--

ANNEXURE-D

AVERAGE ANNUAL TURNOVER CERTIFICATE

Managing Director, UPMSCL Ltd.

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh.

We here by certify that M/s(the name of participant in the tender) who is participating the tender for rendering service of pest and rodent control, called by UPMSCL Ltd. Lucknow, vide Tender reference no.....has a Sales turnover given as below:-

Turnover in the year of 2019-2020Rs.

Turnover in the year of 2020-2021Rs.

Turnover in the year of 2021-2022 Rs.

The above information is correct and true.

Office seal:Signature

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

CERTIFIED BY CHARTERED ACCOUNTANT (CA)

Name of Chartered Accountant (In capital letter):

Regd. No. of Chartered Accountant:

NOTE: The turnover of other than participant will not be accepted. Audited balance sheet & profit & loss statement for last three years (Self attested & Certified by CA shall also be enclosed as proof of the claim) shall also be enclosed as proof of the claim).In case the audited balance sheet for 2021-2022 is not ready provisional balance sheet shall be acceptable.

ANNEXURE-E

CHECK LIST

The bidders are hereby instructed to upload the following documents as per the checklist and must mentions the page number against each column of the checklist. The document should be page numbered & arranged serially, self-attested, stamped by the authorized signatory and attested by public notary. Checklist sheet is mandatory to fill & documents of technical bid should be arranged in accordance to checklist

S. No	List of Documents	Whether self attested copy enclosed (Yes/No)	Page SI. No. Where the documents enclosed.	Remarks, if any
1.	Pollution Control Board Certificate			
2.	Work License form competent authority for handling waste management			
3.	GST Registration Certificate			
4.	PAN Copy			
5.	Income Tax Return copy of last three Year (i.e. 2017-18&2018-19, 2020-21)			
6.	Work order copies and experience certificate of last two years (as per Terms & Conditions)			
7.	ESIC / PF (Latest Challan)			
8.	Valid Labour License issued by the competent authority (in the name of bidder only)			
9.	Bank details (Acc.No. and Name, Bank Name, IFSC code and MICR code.			
10.	Declaration form as per Annexure-B			
11.	If any other documents (necessary as per terms and Conditional documents)			

ANNEXURE – F

Sample BOQ as visible in e-Tender Portal

S.N.	Work Description	Unit/kg	Basic Price/kg	Cost	SGST	IGST	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words

ANNEXURE-G
AGREEMENT FORMAT

On Stamp Paper

Service Agreement

Between

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

Email: gm.scm@upmsc.in, Tel. no. 0522-2838102

&

CBWTF Agency Name, Address, Contact Details

For

**Collection, Transportation, Treatment,
& Disposal of Expired Drugs**

One Year Agreement

Tender No- UPMSCL/RFP/DED-02/

dated

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

Between

CBWTF Agency Name, Address, Contact Details

and

Uttar Pradesh Medical Supplies Corporation Ltd company incorporated in the Republic of India registered under the Companies Act, 2013 and having its registered office at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010 and having GST No- 09AACCU2250P1ZZ hereinafter referred as the “**Purchaser**”, which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns, of the ONE PART:

WHEREAS the Purchaser has invited tenders for the procurement of drugs/supplies vide TENDER NO UPMSCL/RFP/DED-02/ DATED. The supplier has submitted technical and Price Bids as contained in the Tender Document. The Purchaser has finalized the tender in favor of the Supplier for the Collection, Transportation, Treatment, & Disposal of Expired Drugs at a Rate of..... Per Kg with Taxes and other applicable charges (Agreement Price in Words and Figures) (here-in-after “the Agreement Price”) on the terms and conditions set forth in the agreement.

NOW THIS AGREEMENT WITNESSED 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 Financial 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 Agreement;

- (f) The Specific Conditions of Agreement; 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 service made on the work 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 CBWTF agency as hereinafter mentioned, the CBWTF agency hereby covenants with the Purchaser to provide service /disposal of drugs conforming in all respects with the provisions of the Agreement.
 6. The Purchaser hereby covenants to pay the CBWTF agency in consideration of the provision of the tender, the Agreement 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 CBWTF agency has deposited with the Purchaser an amount of Rs 03 lakhs (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 agency is liable to be forfeited by the Purchaser in the event of the agency failing duly and faithfully to perform any one or more or any part of any one of the said provisions. The payment for the services made by the agency will be paid to him only after he has remitted the required amount of Security Deposit.

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 agency) (Signature, Name, Designation and
Address with

Office seal)

in the presence of

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

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

ANNEXURE – H
Uttar Pradesh Medical Supplies Corporation Limited

Registered office: SUDA Building, 7/23 Sec-7, Gomti Nagar Extension, Lucknow-226010
Website: www.upmsc.in e-mail: gm.scm@upmsc.in Contact No.:0522-2838102

WORK ORDER FORMAT

To,

CBWTF Agency Name, Address, Contact Details

Sub: Work Order for providing services of “Collection, Transportation, Treatment & Disposal of Expired Drugs” from various UPMSCL District Drug Warehouses of Uttar Pradesh.

Ref: UPMSCL Tender No: UPMSCL/RFP/DED-02/

dated:

Dear Sir/Madam,

We are pleased to inform you that your response to above mentioned Tender for providing service of “Collection, Transportation, Treatment & Disposal of Expired Drugs” to various UPMSCL District Drug Warehouses has been accepted on following terms and conditions-

S. No.	Work Description	Quantity	Units	Total amount without Taxes
1	Collection, Transportation, Treatment, Disposal of Expired Drugs	1	Per KG	

Other Terms and Conditions:

- 1) Valid authorization from State Pollution Control Board (SPCB) under Form –III, Rule 10 of the Bio Medical Waste (management & Handling) Rule 2016, for the operation of common facility for the Collection, Transportation, Treatment and Disposal of Expired drugs is required.
- 2) You are responsible for, collection, transport treatment and disposal of Expired drugs available at Warehouses. It shall be the legal duty of the agency to ensure that all provision for disposal of expired drugs is as per the guidelines of Bio-Medical Waste (Management & Handling) Rule 2016.
- 3) The initial contact period is one year (till 31 March 2024) and may be extended as per mutual agreement between both the parties.
- 4) All legal responsibility of Expired drugs will be transferred immediately after it is being picked up from the UPMSCL Warehouses by CBWTF agency.
- 5) If any mishap happens during transportation all responsibility will be of the CBWTF agency.

- 6) Irrespective of shut down/ break down of the plant/ incinerator/ CTF of the Contractor, it will be your responsibility to collect Expired drugs from 75 UPMSCL District Drug Warehouses.
- 7) In case of breakdown, if disposal is not done within 48 hours (as per rules & regulations of Bio- Medical Waste Management & Handling) Rule 1998, all legal responsibility will be yours.
- 8) The firm shall transport the Expired drugs in a dedicated covered vehicle to an authorized waste treatment facility centre as per guidelines/direction issued by the SPCB.
- 9) It would be the inescapable duty of the firm to ensure that the instrument and practices used for the treatment and disposal of the waste is duly comply with the standards prescribed in Bio- Medical Waste (Management & Handling) Rules,2016.
- 10) It shall be your legal duty to ensure that expired drugs are collected, transported and disposed using Bar Code / Digilocker system as per 'guideline for implementation of Bar Code system for effective management of BMW April-2018'.
- 11) List of 75 UPMSCL warehouses from where disposal process will be performed are attached with this work order.
- 12) You will have to provide advance schedule program for the collection of medicines from UPMSCL warehouses and execution status of the same along with original bill submission for payment on monthly basis. You will also provide Photo and video proof of the entire disposal process of the expired drugs collected from UPMSCL.
- 13) After receiving this work order from UPMSCL Office, disposal of the expired drug should be done within 15 days of pickup and certification of the same should be provided to UPMSCL within same mentioned period.
- 14) The payment of bills after disposal of medicines, will paid only after verification of the quantity and weight of expired Medicines by the warehouse in charge of respective district.
- 15) All other terms and conditions will remain same as per the service agreement contract and tender condition.

General Manager
Supply Chain

Copy of Information to:

- 1) Managing Director –UPMSCL
- 2) Finance Controller – UPMSCL
- 3) Pharmacist In-Charge, Drug Warehouse , All districts

General Manager
Supply Chain