

F. No. 4.4(1)/2023-G.I
GOVERNMENT OF INDIA
UNION PUBLIC SERVICE COMMISSION
NEW DELHI

E-TENDER NOTICE

FOR EMPANELMENT OF CHEMIST FOR SUPPLY OF MEDICINE IN UPSC FOR THE
FININCIAL YEAR 2023-24

Applications are invited from reputed Local Chemists in Delhi for empanelment to supply medicines to the Union Public Service Commission. Bidders are advised to participate online at 'https://eprocure.gov.in/eprocure/app'.

The tender notice can be downloaded from the Website www.eprocure.gov.in/eprocure/app or <http://upsc.gov.in> of the Union Public Service Commission.

Eligibility Criteria:-

1. The chemist must hold valid licenses as on the date of submission of Bid in specified Forms 20, 21 and 21-C (for continuance of retail licenses, if required) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful bidder will further ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.
2. The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. Annual Turnover in the last financial year should not be less than Rs. Twenty Five Lakhs. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the last financial year in support thereof.
4. The chemist shop/commercial establishment should be situated within the 5 Kilometer area from the Office of Union Public Service Commission (UPSC).
5. GST Registration Certificate should be available with the bidder.
6. A copy of PAN allotted to the bidder.

The Union Public Service Commission reserves the right to reject all / any application received from the Chemists without assigning any reason.

(T. Thiankhanmuan)
Under Secretary (G-I)
Union Public Service Commission

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The Union Public Service Commission is providing medical care facilities to the Hon'ble Chairman/Members, Candidates appearing for Interviews, Advisors of the Commission and staff of the Commission. With this objective, Union Public Service Commission invites tenders from the eligible local chemists for supply of medicines /drugs to the Commission office through e-tender.

EMD to be submitted of Rs. 19,000/= (Rupees Nineteen Thousand only).

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>

CRITICAL DATE SHEET

Open Tender Notice	: F. NO. 4.4(1)/2023-G.I
Name of Organization	: Union Public Service Commission
Date of Issue/Publishing	: 28.02.23 at 1730 Hrs
Document Download Start Date	: 28.02.23 at 1800 Hrs
Document Download End Date	: 15.03.23 at 1500 Hrs
Last Date for Uploading of Bids	: 15.03.23 at 1500 Hrs
Date of Opening of Technical Bids	: 16.03.23 at 1500 Hrs
Address for Communication	: Under Secretary (G-I), Room No. 416, UPSC, Ayog Sachivalaya Building, Dholpur House, Sahajahan Road, New Delhi-110069
Website	: https://eprocure.gov.in/eprocure/app http://upsc.gov.in

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode /eMudhra etc.), with their profile.
- 5) 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 DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP 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 CPP Portal.
- 2) 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 CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) 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.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" or "Other Important Documents" area while submitting a bid, and need not be uploaded

again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in my Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee /EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data

entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. **The 24 x 7 Help Desk Number is 0120-4200462, 0120-4001002.**

SECTION – I

1. SCOPE OF WORK

The empanelled chemist to be known as Authorized Empanelled Chemist will supply the medicines/drugs at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time against the indents issued by the office of UPSC.

2. ELIGIBILITY

2.1 The chemist shop should be in existence continuously for at least last two financial years (2020-21 and 2021-22). (Copy of licenses held for last two years have to be scanned and uploaded on the e-tender module).

2.2 The chemist shop/establishment should be situated within the 5 Kilometer area from the Office of Union Public Service Commission (UPSC).

2.3 The Bidders will have to submit an EMD, amounting to Rs. 19,000/- (Rupees Nineteen thousand only).

2.4 Annual Turnover in the last financial year should not be less than Rs. 25 Lacs (Twenty Five Lacs). The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the last financial year in support thereof.

2.5 Chemists/Commercial Establishments having multiple outlets & whose turnover is clubbed for accounting purpose will be allowed to participate in the tender. Their turnover will be taken as combined for all the outlets & not shop/retail outlet wise.

2.6 The chemist must hold a valid license issued by Drug Controller Authority of the State for running the chemist shop namely Form 20 & 21, and 21- C (for continuance of retail i.e. Form 20 and 21 if required), under the Provisions of Drugs and Cosmetics Act 1940 and subsequent amendments as on the date of submission of Bid and also on the date of Bid opening. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract period. (All the relevant documents have to be scanned and uploaded onto the e-tendering website while submitting the tender). In case the Bidder has applied for renewal of his Drug License within last 1 month of expiry of any of his Licenses, copy of receipt of Renewal application with State Drug Licensing authority needs to be uploaded.

2.7 The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him and he should submit 'Non- conviction Certificate from the State Drug Controller' or any other officer in the city delegated the powers by it to sign the Drug Licenses & Non- Conviction Certificate. No other document including an affidavit /undertaking will be considered for this purpose.

2.8 A copy of the latest GST deposit challan of the bidder should be available. A copy of the same to be scanned and uploaded with bid document.

2.9 **All documents should be submitted online only.**

3. EVALUATION

3.1 Successful bidders i.e. H1 Bidder would be the bidder offering the highest discount. However, if a H1 selected Bidder refuses to accept offer, his EMD will be forfeited & offer shall be made to the H2 Bidder (the bidder offering subsequent lower discount immediately after H1) to meet the discount of H1. In case of non-acceptance by H2 bidder, the process will be repeated at H1 discount till last eligible bidder is exhausted. The bidder(s) will be ranked in order of highest to lowest discount (in descending order) and termed as H1; H2; H3and so on.

3.2 In case more than one bidder offers HIGHEST discount, a Tie breaker will be used. The tie breaker will be the distance of the Chemist from the office of UPSC & the bidder with lesser motorable distance from the office of UPSC will be awarded the tender.

4. COST OF BIDDING

Prospective bidder Chemist shall bear all the costs associated with the preparation and submission of the e-bid. UPSC in no case will be responsible or liable for these costs regardless of conduct or outcome of the Tender process.

Availability of Tender: The tender document is available at CPPP e-procurement site i.e. <http://eprocure.gov.in/eprocure/app> or <http://upsc.gov.in> Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above mentioned website.

5. BIDDING PROCEDURE, SIGNING AND SUBMISSION OF BIDS

5.1 The bidder must submit his e-bid in two parts as mentioned below:

Part 1:- Called “Technical Bid” containing:-

(A) Earnest Money:

The bidders are required to submit an amount of Rs. 19,000/- (Rupees Nineteen Thousand only) through a Demand Draft payable in the name of **“Secretary, UPSC, New Delhi”** as Earnest Money. The demand draft must be issued by a Scheduled Bank. Original EMD/Demand Draft should be sent to the Under Secretary (G-I), UPSC, Dholpur House, Sahajahan Road, New Delhi-110069 or may be deposited by hand well before the last date and time of bid submission. Bids not accompanied by EMD/Bank Draft physically will not be considered.

(B) Documents establishing Bidders eligibility (Technical Bid):

The following documents should first be self attested by the authorized signatory of the bidder and then should be scanned and uploaded while submitting the E- tender as mentioned below.

- a) Scanned copy of EMD/Demand Draft @ Rs. 19,000/- (Rupees Nineteen Thousand only).
- b) Duly signed Scanned copies of each of the valid licenses for the last two years 2020-21 & 2021-22 and each of valid license held by the bidder as on the date of submission of Bid in specified forms (Form 20, 21 and 21-C where applicable) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.
- c) Scanned copy of Declaration of bidder as per Annexure – B duly signed and should be uploaded.
- d) Scanned Copies of the relevant deeds e.g. Proprietorship/Partnership Deed as per clause 5.2 (b) i, ii, iii, of the tender document.
- e) Scanned copy of latest GST Deposit Challan.
- f) Scanned copy of Non conviction certificate from State Drugs Controller **or any other officer in the city delegated the powers by it to sign the Drug licenses & Non Conviction Certificate.**
- g) Scanned copies of the audited balance sheets for the financial year i.e., 2021-22 to establish the turnover of the bidder.
- h) Scanned copy of PAN Card of Proprietor or the firm as the case may be.
- i) Scanned copy of an undertaking to the effect that “The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the bidder”. Scanned copy of the undertaking to be signed by the authorized signatory.

Part 2:- Called “Price Bid” which shall contain:-

(A) Price Bid in **BOQ format** to be uploaded.

Note: - No bidder can quote a discount of less than 15%, the increase over this should be up to two decimal points only as 15.20%, 16.40%, 18.23% ... so on. If two bids are received of same discount rate the bidders will be evaluated on the basis of distance from UPSC. If both elements discount rate & distance is also same then bidder will be evaluated with higher cumulative turnover of last two financial years (2020-21 & 2021-22).

5.2

a. The Bid is liable to be rejected, if the requisite information/documents have not been furnished as asked for in **Clause – 5.1 (B)**.

b. Individual signing the Bid and other documents must specify whether he/she signs as:

i. A sole proprietor of the firm, or constituted attorney of such proprietor.

ii. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

iii. Constituted Attorney/Authorized Signatory, if it is a company.

Note:

1. In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.

2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm. A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, UPSC, without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

5.3 PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 90 days after the date of bid opening prescribed by the UPSC and shall be further extendable by another 90 days at the request of UPSC.

5.4 PERIOD OF CONTRACT

The contract shall initially be for a period of one year from the date of the signing of contract. However, the contract may be extended for a maximum period of one year on the same terms and conditions of the contract, strictly on the basis of satisfactory performance, at the sole discretion of UPSC.

5.5 RIGHT TO ACCEPT / REJECT ANY BID

The Secretary, UPSC, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action.

The Secretary, UPSC doesn't pledge himself to accept the highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

5.6 PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Security for an amount of Rs. 66,500/- (Sixty Six thousand Five Hundred only) in the form of either a Bank Guarantee, valid for 6 months beyond the term of the contract (i.e. for 18 months), issued by a scheduled bank as per format at Annexure – A or a Demand Draft issued by a Scheduled Bank, favoring **“The Secretary, UPSC, New Delhi”**. No claim shall be made against The Secretary, UPSC in respect of interest accrued, if any, due on the Performance Security deposit. In case of extension of contract, the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

5.7 CORRUPT OR FRAUDULENT PRACTICES

(i) UPSC requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.

(ii) In pursuance of this policy, the terms and conditions are set forth as follows:

a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of contract; and

b) “Fraudulent practice” means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of UPSC, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive UPSC of the benefits of free and fair competition;

(iii) UPSC will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question;

(iv) UPSC will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm was engaged in corrupt and fraudulent practices while competing for or in executing the contract.

5.8 FORFEITURE

The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance Security as specified in the terms and conditions.

6. SUBMISSION OF BIDS

The Bidders will submit all the Bid documents only through e-tender portal NIC.

6.1.1 Online bids (complete in all respect) must be uploaded on <http://eprocure.gov.in/eprocure/app>.

6.1.2 In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.

6.1.3 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected

6.1.4 Ambiguous bids will be out rightly rejected.

6.1.5 The offers submitted by telegram/fax/E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

7. PRICING

The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/Bottle/unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

8. INSPECTION OF BIDDERS PREMISES

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfillment of eligibility, the premises of bidders will be inspected by a team of officers led by an officer not below the rank of Section Officer for

(a) Physical verification of location of the shop within the limits of 5 kilometer from the office of UPSC.

- (b) Verification of original documents of those uploaded earlier during the bid.
- (c) Availability of proper cold-chain maintenance facilities and power back up systems.
- (d) Presence of retail outlet.
- (e) Assess availability of adequate stock of medicines and financial viability etc before opening the Commercial Bid.

In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his Financial Bid will not be opened.

9. OPENING OF BIDS

Bids shall be opened online through the e-tender portal <http://www.eprocure.gov.in/eprocure/app>.

9.1 Online bids (complete in all respect) received along with Demand Draft of EMD (Physically) will be opened. Bid received without EMD will be rejected straight way.

9.2 Technical bid of only those bidders, who are found eligible as per eligibility criteria, will be evaluated afterwards.

9.3 Financial bids of only those bidders, whose bids are found technically qualified by the Technical Evaluation Committee, will be opened subsequently for further evaluation.

10. MISCELLANEOUS

10.1 The Secretary, UPSC, Delhi, reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more eligible chemists.

10.2 The successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be discharged / returned within 30 days of the commencement of the Contract.

10.3 The monthly value of procurement of medicine is Rs. 70,000/- to Rs. 80,000/- approximately. Hence the yearly value of tender is Rs. 9,00,000/- to Rs. 10,00,000/- approximately.

11. EXIT CLAUSE

The contract of authorized empanelled chemist may be terminated by any of the Parties to the contract, after serving a prior notice of at least three months, the notice period shall start after receipt of the Notice by the other Party.

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SECTION - II

Conditions of Contract

1. NON SUBSTITUTION

In case of indent for specific brand of medicines, the brand shall not be substituted.

2. DELIVERY OF SUPPLIES

The indent of monthly medicines will be issued in the first week of the every month. The delivery of monthly indented medicines in full will be made within 2-3 days of receipt of the indent at the premises of the office. The daily indented medicines are urgent in nature and shall be supplied on the same working day during office hours. In the event of non-supply of daily intended medicines on the same working day, this office at its discretion may procure it from open market. Difference between the actual price of the medicines procured from open market & the discounted price offered by the vendor shall be deducted from monthly submitted bill as penalty.

3 PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug on any particular day.

4. LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.

5 PRESENTATION OF BILLS:

(i) The Authorized Empanelled Chemist shall present the bill on monthly basis for the supplies made on day to day basis. The bill of the supply of medicine of indent may be present along with the supply of medicine. The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, beneficiary ID No. with date, rate, discount as per contract etc.

(ii) The bill shall be supported by the original indent along with Doctors signature, with date, seal of the office for receipt of the items indented. Incomplete bills not accompanied by any of the particulars mentioned in (i) above will not be entertained.

6. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

7. PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the Authorized Empanelled Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.

The Performance Security is also liable to be forfeited if the authorized chemist:

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or substitutes medicines.
- iii) Delays supplies.
- iv) Over charges
- v) If the chemist is found engaged in corrupt and fraudulent practices including subcontracting.
- vi) The Chemist should not stop the supplies of the medicines/drugs without giving 90 days prior notice.

8. DEDUCTIONS FOR DELAY/ DEFAULT

8.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized Rs. 500/- along with the cost of the specific brand of medicines for each such default.

8.2 The monthly indented medicines shall be supplied in full within 2-3 days, at the premises of the office. In the event of non-supply of indented medicines in time as aforesaid, a penalty will be levied @ Rs 100/- for each item not supplied (deduction will be only once even if an item is indented for multiple

times). However, no penalty will be levied for 'Not Available' items. Whether an item is not available (N.A.) in the City, the N.A. will have to be ascertained by the Doctor of the Commission.

8.3 The daily indented medicines are urgent in nature and shall be supplied on the same working day during office hours. In the event of non-supply of daily intended medicines on the same working day, this office at its discretion may procure it from open market. Difference between the actual price of the medicines procured from open market & the discounted price offered by the vendor shall be deducted from monthly submitted bill as penalty.

8.4 In case of such default is noticed more than 3 times in a quarter, then supplier will be penalized Rs 100/- for each item not supplied.

9. TERMINATION FOR DEFAULT

UPSC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract.
- b. If the bidder fails to perform any other obligation(s) under the Contract.
- c. If the bidder, in the judgment of the UPSC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including sub-contracting.

10. SUPPLY OF MEDICINES:

10.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the UPSC.

10.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/beneficiaries within the time as provided in the relevant clauses of this Tender document, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist. This will be in addition and without prejudice to the deduction in clauses 8.3 & 8.4.

10.3 The chemist will indicate batch number, name of manufacturer, date of expiry of drugs indented in the relevant columns of the Indent sheet at the time of supplying the medicines/drugs to the office of Commission.

10.4 (a) The medicines/drugs to be supplied shall be of standard quality. In case it is found that drug/medicines is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appointed Authorized Empanelled Chemist) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law. In case the supplier fails to supply indented drugs/medicines, then UPSC will be entitled to procure the same from other chemist and the supplier will be liable to reimburse in full the price paid by the UPSC. However the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

10.4 (b) In case of indent of drugs by a specific brand of medicines, the same shall not be substituted by another brand. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier will be penalized for Rs.500/- in addition to the cost of the specific brand of medicine indented for each such default.

11. Force Majeure:

Supplier shall not be liable for forfeiture of its performance security, imposition of penalty or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. If a force majeure situation arises the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. 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.

12. INDEMNITY

The bidder shall indemnify the UPSC against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the UPSC in

consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the UPSC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to UPSC and will not hold the UPSC responsible or obligated. The UPSC may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

13. PAYMENT

The Authorized Local Chemist shall submit claims for payment of bills once a month. Payments of the bills presented will normally be arranged in 2 to 3 weeks from the date of presentation of the bill however, the authorized chemist shall make no claim from the UPSC in respect of interest or damages in case the payment is delayed for any reasons. The payment will be made through ECS for which bidder should give requisite details of bank address, Account No. etc.

14. ARBITRATION

“(i) In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, UPSC. The provisions of Arbitrations and Conciliation Act, 1996 (No. 26 of 1966) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the ‘Award’), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

(ii) Pending the submission of and/or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award”.

15. NOTICES:

15.1 Any notice given by one party to the other, pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

UPSC *: Secretary, UPSC,
Dholpur House, Sahajahan Road, New Delhi-110069

Bidder*: _____

15.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

(T. Thiankhanmuan)
Under Secretary (G-I)
Union Public Service Commission

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work: - Supply of Medicine to office of the UPSC.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/ conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

**EMPANELMENT OF CHEMIST FOR UPSC
PERFORMANCE SECURITY FORM (PSF)**

To,
The Secretary,
UPSC, Delhi

WHEREAS _____(Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, purchase Contract No. _____ dated, _____ 20 _____ to _____ (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated _____ issued by _____.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.

THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. _____/ (_____Rupees only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part. We undertake not to revoke this guarantee during its currency.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of six months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name :)

(Designation :)

(Address:)

ANNEXURE – B

**PERFORMANCE SECURITY FOR EMPANELMENT OF CHEMIST IN UPSC
Declaration of Bidder**

From:

Complete address of the bidder
With Phone/Fax, Mobile No & E-mail Address.

To:

The Secretary,
UPSC, Dholpur House,
Sahajahan Road,
New Delhi-110069

Dear Sir,

1. I/we hereby offer to supply medicines/drugs to UPSC as indicated in the Bid notice; you may specify in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till _____ . I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I/we are fully aware of the nature of medicines/drugs required and my /our offer is to supply the medicines/drugs strictly in accordance with the requirements of UPSC.
4. I/we agree to arrange supplies of standard quality medicines/drugs in accordance with the nomenclature, specifications and packages given in the local purchase indents.
5. I/we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My/our shop is situated within 5 Kilometers area of UPSC, New Delhi.
7. My/our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS
BIDDER

NAME:
ADDRESS:
DATE: .../.../.....

SIGNATURE OF

NAME:
ADDRESS:
DATE: .../.../.....

Tender document format for supply of medicines/drugs to UPSC**PRICE BID****(to be downloaded and submitted online in BOQ format)**

- Important Note: -
- 1) No bidder can quote a discount of less than 15%.
 - 2) The increase over this discount should be in step of two decimal points only as 15.20%, 16.40%, 18.23% ... so on
Example the discount can be given as 16%,
16.10%,16.23%..... & so on.

I/We hereby offer to supply medicines/drugs to the hospital at the discount on MRP as given below:

- 1) Uniform Discount on the Printed Retail Price offered on all items of supply:-

S. No.	Name of the Item	Percentage of discount on M.R.P. to be offered	
		In figure	In words
1.	Drugs/Medicines	Quoted rate in BOQ format	Auto populated

- 2) I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid for One year and extendable for one year after the expiry of the 1st year on the basis of satisfactory performance.

Signature _____

Name _____

Rubber Stamp