

Tender Ref. No: UPMSCL/Media/ Tender Advt/2021/494

Dated: 17 September,2021

Tender For
Empanelment of Advertising Agencies



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: www.upmsc.in

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



Tender
For Empanelment of Advertising Agencies

Tender Ref. No. UPMSCL/Media/ Tender Advt/2021/494 Date- 17 September, 2021	
Place for opening of the bid	Uttar Pradesh Medical Supplies Corporation Ltd. ,SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010(UP) India
Last Date & Time of Submission of Bid	07 October, 2021 upto 15:00 hrs
Date & Time of Opening of Technical Bid	07 October, 2021 at 15:30 hrs

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CHAPTER - I

Introduction

UPMSCL is a health care organization committed to deliver excellent health care for one and all by providing best of medicines, medical equipments and services to all the government hospitals and health facilities across the State.

Our aim is to improve the health of people of the State by providing quality health care and services that set community standards and are cost effective and accessible.

UPMSCL has been working hard so as to ensure adequate availability of essential drugs, consumables and equipments to meet the dynamic needs of the State health facilities of 75 districts through efficient and transparent procurement procedures as per laid down procurement policies.

CHAPTER 2

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Bid, which is supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/ supplier responding to Expression of Interest and who makes a Bid.
Contract	"The Contract" means the agreement entered into between UPMSCL and the selected bidder(s) in terms of clauses mentioned.
Day	"Day" means a working day as per Government of India (GOI).
MHRD	Ministry of Human Resources Development
EMD	Earnest Money Deposit
UPMSCL	Uttar Pradesh Medical Supplies Corporation Ltd.
TC	Tender Committee
Tendering Authority	UPMSCL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
Agency	" Agency " means accredited advertising agency that may provide the communication Services to UPMSCL under the Contract.
Proposal	" Proposal " means the Technical Proposal of the Advertising Agency.
INS	Indian Newspaper Society

CHAPTER 3

INVITATION FOR TENDER

UPMSCL intends to empanel accredited advertising agencies for NIT related to Drug, Equipments and recruitment vacancies are publish in various news papers. The agency should be fully accredited with Indian Newspaper Society (INS) as well as regional newspapers for publishing advertisements on commercial/DAVP rates and should be equipped with adequate infrastructure for designing, preparation and printing of material in English, Hindi and other regional languages. The objective of the agency is to facilitate services such as conceptualizing, designing, printing and advertising.

In this context, UPMSCL intends to empanel accredited agencies/service providers through an Open tender process. The bidders shall be invited to submit a Technical Proposal. The Contract will be valid initially for a period of 12 Months, which will be extended further for a period of one year on satisfactory performance of agency.

The TENDER is issued by the UPMSCL to obtain offer from reputed and accredited advertising agencies for empanelment of agencies / service providers to provide and organize services relating to printing, advertising to UPMSCL.

Interested agencies are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of this tender document with full understanding of its implications.

CHAPTER - 4

e-TENDER SCHEDULE

TENDER REFERENCE	:	Ref.: UPMSCL/Media/ Tender Advt/2021/494 Dated: 17 September,2021
TENDER WEBSITE	:	http://etender.up.nic.in , www.upmsc.in
DATE AND TIME OF UPLOADING TENDER	:	17 September, 2021, at 13:00 Hrs
DATE AND TIME OF DOWNLOADING THE TENDER	:	17 September, 2021, 13:30 Hrs
LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER	:	07 October, 2021 UPTO 15:00 Hrs
PRE-BID MEETING	:	24 September, 2021; 15:00 Hrs at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010
DATE AND TIME OF OPENING OF TECHNICAL BID	:	07 October, 2021 at 15:30 Hrs at UPMSCL Office, Lucknow
DATE AND TIME OF OPENING OF FINANCIAL BID	:	Date shall be declared on website www.etender.up.nic.in and www.upmsc.in
DATE OF COMPLETION OF EXAMINATION OF FINANCIAL BID	:	Date shall be declared on website www.etender.up.nic.in and www.upmsc.in
VALIDITY OF TENDER	:	180 DAYS
OPENING OF TENDER	:	Online on http://etender.up.nic.in
ADDRESS FOR COMMUNICATION	:	Uttar Pradesh Medical Supplies Corporation Ltd. , SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Luck now-226010(UP) India

CHAPTER 5

GENERAL INSTRUCTIONS

1. Procedure for preparation and submission of bids

Bid fee and Earnest money must be prepared as per instructions provided in this section.

Bidder should take into account any corrigendum published on the tender document before submitting their bid.

Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.

2. Assistance to Bidders

Any queries relating to Tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in Schedule for invitation to Tender.

3. Content of the Tender

The Tender documents include:

1. Invitation for bids
2. Instructions to bidders
3. Scope of work
4. Special Terms and Conditions

The bidder is expected to examine all sections of the tender document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

5. Language of Tender

The Tender prepared by the Bidder and all correspondence and documents relating thereto exchanged by the Bidder and the Client, shall be written in the English language.

6. Documents comprising the Tender

The Tender prepared by bidder shall comprise the following documents:

- i) Letter of Proposal submission

- ii) Earnest Money
- iii) Bidder's experience
- iv) Certificate of Incorporation
- v) PAN No. and GST Registration Certificate
- vi) Certificate of Annual Turnover duly verified by CA
- vii) Undertaking that the bidder is not blacklisted
- viii) Complete details and literature of Agency depicting the capability of conceptualizing, designing, printing and organising of advertisement, etc.

7. Authorized Signatory

The Tender document should be signed by the authorized representative of the bidder.

The certificate of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

11 Last date and receipt of Tender

The bid should be submitted not later than the time and date specified in schedule for invitation to tender. However, UPMSCL may, at its discretion, extend the last date for the receipt of bids by amendment.

12 Address for Correspondence

The bidder shall designate the official mailing address, place, email and telephone number to which all correspondence shall be sent by UPMSCL.

13 Preliminary examination

UPMSCL will undertake preliminary examination of bids to determine whether they are complete, whether any error has been made, whether bid fee/EMD have been received, whether the document has been properly signed and whether the bid is generally in order.

A bid determined as not substantially responsive will be rejected by UPMSCL

14 Earnest Money (EMD)

The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs. 25,000/- (Twenty Five Thousand only) 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: **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**

The earnest money deposit of bidders shall be refunded within 30 days without interest after approval of empanelment of agencies.

The EMD will be forfeited on account of one or more of the following reasons:

- a) The bidder withdraws its proposal during the bid validity period.
- b) In case of successful bidder, the said bidders withdraws the offer or refuse to accept the letter of award for empanelment of advertising agencies after empanelment.

15 Pre-bid Meeting

As per schedule Chapter-4

The purpose of this meeting will be to clarify issues and to answer queries on any matters that may be raised at that stage.

The bidder is requested to submit any queries in writing by e-mail so as to reach UPMSCL before 24 hrs. of pre-bid meeting date.

Queries relevant to the bid Documents shall be addressed to the Managing Director, UPMSCL. Reply to the bidder's queries will be made by UPMSCL by uploading of response in the UPMSCL website.

Proceedings of the pre-bid conference, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting. Any modification of the bid documents, which may become necessary as a result of the pre-bid conference, shall be made by UPMSCL exclusively through the issuance of an Addendum (or Addenda) and not through the minutes of the pre-bid conference. **Addenda will be treated as part of Tender Document.** The copy of Addenda and response to other queries will also be hosted on UPMSCL website (www.upmscl.in) & e-portal for the purpose of downloading.

16 Overall bid Evaluation Process:

- i) Evaluation criteria will be based on evaluation of the bidder meeting the technical qualification (including eligibility criteria).
- ii) Lucknow based agencies in list are eligible for empanelment.

Eligibility Criteria :

S. No.	Qualification	Documentary Evidence to be attached
1	The agency should be an Indian registered company/ Limited Liability Partnership (LLP)/ Proprietorship firm engaged in the job of advertising for minimum of 3 years in India as on 31 st March 2021 Consortium of companies/ service providers is not allowed.	Certificate of incorporation or Certificate of Commencement or Certificate confirming LLP or Trade licence
2	The agency should have full and continuous Indian Newspaper Society accreditation for the last 3 years and should be valid as on the date of submission of response against Tender.	Copy of self attested accreditation certificate to be submitted against the Tender . UPMSCL may ascertain accreditation status from INS.
3	The agency should have minimum Average Annual turnover of last three financial years at least Rs.. 25 lakh.	A certificate of Turnover from Chartered Accountant for the last three financial years (i.e. 2018-19, 2019-20, 2020-21). For 2020-21 provisional certificate may also be provided.
4	The agency must have successfully handled at least 2 advertisement campaigns in the last one year to be reckoned from due date of submission of response against this Tender.	Creative along with tear sheets of at least 3 different publications for print media and Completion certificate.

CHAPTER - 7

Proposed Contract Terms

1) **Job Allocation:**

1. The empanelled agencies will be required to offer services for routine advertisement release and publications:
 - i) In newspapers having DAVP rates at DAVP rates only.
2. The agency will not be paid for generating designs, creative options, and translation of material from English to Hindi or into any other Indian language.
3. The agency will assist the advertiser in advertising it on methods and media of advertising, preparation of drawings and block, undertaking research work and dealing with the newspapers/publications on behalf of advertiser.
4. The agency shall ensure that in all tender advertisements released in newspapers/publications, optimum utilization of space is made with no wastage of space and the advertisement is cost effective.
5. The agency shall submit the proofs of the advertisements prepared by it to the advertiser before the subject matter is actually printed or published. The advertiser shall return the proof with its official seal.
6. In the event of any error or omission not being still corrected by the agency after the duly corrected proof having been returned by the advertiser to the agency, the latter shall be liable to compensate the advertiser, the entire cost of the advertisement so published incorporating therein the said error or omission.
7. UPMSCL reserves the right to place an order for the full or part quantities under any item of the work under scope of work.

2) **Term of Empanelment**

- a) The term of empanelment shall be for a period of 12 months extendable by six months depending on the performance of advertising agencies.
- b) The management (TIA) reserves the right to select or reject any application without assigning any reason thereof.
- c) UPMSCL reserves the right to terminate the services of the agency any time without assigning any reason, whatsoever. Such decision shall be final and binding on empanelled agencies.

3) **Copyright Issues**

- a) The agency will be responsible for copyright issues concerning usage of images, footage, text material etc. obtained through various

sources. UPMSCSCL will not be a party to any dispute arising out of copyright violation by the Agency.

- b) The ownership of all print/outdoor/online creative and publicity materials/produced/designed through the creative agency will at all time rest with UPMSCSCL and the agency/copywriter etc. will have no proprietary or other right in respect of the same. This would include full copyright for all time use of the images/photographs used in the creative and publicity material.
- c) The agency will be responsible for obtaining any permission that may be required for undertaking the work as detailed in subsequent offers from time to time. UPMSCSCL will assist in this regard, wherever possible.
- d) Once the agency has submitted the artwork/other details to UPMSCSCL, it shall become the property of UPMSCSCL.

4) Remuneration

It is clearly understood by the agency that it shall not be paid any remuneration for the various printing jobs, design and artwork in the display of the advertisement and/or for the release of the publication and that the agency will have to reimburse/remunerate itself from the discounts offered to it by the newspaper/publication on the applicable DAVP rates. That in no eventuality any amount shall be claimed by the agency from the advertiser or shall be due to the agency from the advertiser.

5) PAYMENT TERMS

For Newspaper advt.

- a) No advance payment will be considered.
- b) The agency shall send Invoice to advertiser stating therein the total cost of publication incurred on DAVP rates. The agency should release the advertisements on DAVP rates for UPMSCSCL. Payment shall be made within 30 days of Original Invoice being submitted in UPMSCSCL HEAD office.
- c) The agency shall provide a copy of the bills raised by the newspaper/publication on the agency along with invoice to advertiser.
- d) Payment and terms for other jobs, which shall be decided when the work is awarded to successful bidder after competitive bidding, shall be made in accordance with the terms and conditions set at that time.
- e) All payments against invoice shall be made in INR through RTGS/NEFT to the account of the concerned agency against the pre-

received invoices submitted in triplicate, complete in all respect on the last working day of each month. Necessary details supported with cancelled a blank cheque leaf shall be provided by the agency.

- f) GST shall be paid, as applicable.
- g) TDS will be deducted at source, as per rules.

6) Performance Security

Successful bidder/s shall have to submit a Performance Security of Rs. 50,000/- (Fifty Thousand only) in the shape of a Demand Draft drawn from any Nationalized Bank in favour of MANAGING DIRECTOR, UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED.

The performance security will be forfeited in the event of breach of contract by the agency.

7) Applicable Law

- a) The contract shall be interpreted in accordance with the laws of the Union of India.
- b) Governing Law and Choice of Forum:
 - The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

8) Confidentiality

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or UPMSCL business or operations without the prior consent of other party.

9) Consortium

No consortium will be entertained by UPMSCL.

10) Income Tax/ Goods & Service Tax Registration Certificate

PAN and GST registration No. should be quoted.

11) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and UPMSCL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant

passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

12) Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

13) Termination

UPMSCL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence UPMSCL shall give not less than thirty days written notice of termination to the Service provider.

a) Termination of The Contract

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of UPMSCL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of UPMSCL; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with UPMSCL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to UPMSCL’s other rights under the law.

b) Consequences of Termination

If the contract is terminated by UPMSCL for reasons detailed above or for any other reasons whatsoever:

- i. UPMSCL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to UPMSCL.
- ii. Performance Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by UPMSCL as a consequence of termination of the contract.

c) TERMINATION FOR CONVENIENCE

- i. UPMSCL, by Notice sent to the Service Provider, 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 UPMSCL convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Liability on closure of contract on any account including termination, expiry etc. The service provided shall be obliged to handover all the legacy data base to UPMSCL on closure of an agreement to enable UPMSCL to migrate and operate the same on any other software.

14) Legal Liability

UPMSCL reserves the right to recover any liability arising out of an act directly attributable to the service provider

15) Settlement of Disputes

- a. **General:** If any dispute arises between the Service Provider and UPMSCL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in UPMSCL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

16) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Lucknow (UP) only.

- a. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b. All legal proceedings shall have to be lodged in courts situated in Lucknow (UP) and not elsewhere.

17) Reservation of Rights:

UPMSCL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the UPMSCL Website <http://www.upmsc.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- g. UPMSCL has right to empanel L2,L3 and L4 agencies based on rate given by the L1 agency toward the smooth operations.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

18) Suspension

- a) UPMSCCL may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
- Shall specify the nature of the failure and
 - Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- b) UPMSCCL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

Annexure 1**Bid Form****I. Addressed to**

a.	Name of the tendering authority	MD, UPMSCL, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010(U.P.)
b.	Address	MD, UPMSCL, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010(U.P.)
c.	Telephone	0522-2838102
e.	Email Id	media@upmsc.in

II. Tender No. UPMSCL/MEDIA/Empanelment Advt/2021/494 dated: 17 sepetember, 2021

III. Other related details:-

1	Name of Bidder				
2	Name & Designation of Authorized Signatory				
3	Registered/Head Office Address				
4	Lucknow Office	Address			
		Phone			
		Fax:			
		Contact Person			
		Phone			
		Email id			
5	Year of Establishment				
6	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7	Telephone Number(s)/ Mobile				
8	Website URL				
9	Fax No.				

IV) Earnest Money amounting to Rs. 25,000/- details _____

V) Discount will be given on DAVP Rates. In percentage _____

VI) We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VII) Bid duly filled and signed is enclosed with this tender form with Terms &

Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: - Seal
of the Organization: -

Date:

Place:

Annexure 2**Letter of undertaking**
(ON THE LETTER HEAD OF THE BIDDER)

To

**Managing Director,
UPMSCL
SUDA Bhawan,
7/23, Sector-7, Gomti Nagar Extension,
Lucknow-226010(U.P.).**

Madam,

Subject: Selection for Empanelment of Advertising Agencies

This bears reference to **UPMSCL/Media/ tenderAdvt/2021/494** Dated: **17 September, 2021**. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent UPMSCL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ___/___/2021 at (place)_____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 3**SELF-DECLARATION – NON BLACKLISTING**

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)To

**Managing Director,
UPMSCL
SUDA Bhawan,
7/23, Sector-7, Gomti Nagar Extension,
Lucknow-226010(U.P.).**

Madam,

In response to the Tender **UPMSCL/Media/ Tender Advt/2021/494** Dated: **17 September, 2021** for empanelment of Advertising Agencies I/We hereby declare that presently our Company _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure-4

AVERAGE ANNUAL TURNOVER CERTIFICATE

To

Managing Director, UPMSCCL 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, called by UPMSCCL Ltd. Lucknow, vide Tender reference number has a 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)

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 2020-2021 is not ready provisional balance sheet shall be acceptable.

Annexure – 5**Details of Past Experience:**

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU

S.No	Description of assignment	LOA/Work Order No. and date	Address & Phone no. of Client.	Value of Contract/ work order	Date of commencement	Scheduled Completion date	Actual Completion Date	Reason for delay in execution, if any
1.								
2.								
3.								
4.								

Place:

Signature of authorised signatory

Date

Name

Annexure-6**Letter of Authorization:**

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position ofas our true and lawful attorney

(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and conservice provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and 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 THISDAY OF.....2021.

For..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarised

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. 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 and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate.

Annexure-7

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: (as per tender required)			
2	Copy of e-Transfer Receipt for deposit of tender processing fees			
3	Copy of e-Transfer Receipt for deposit of EMD			
4	Average annual turnover statement (as per tender required)			
5	Acceptance of all terms & conditions in all Sections of Tender document. (as per tender required)			
6	GST registration certificate.			
7	Copy of firm's PAN card.			
8	Bank Details of the bidder.			
9	Bid form (As per annexure-1)			
10	Letter of undertaking (As per annexure-2)			
11	Self-Declaration- Non Blacklisting (As per annexure-3)			
12	Average Annual Turnover Certificate (As per annexure-4)			
13	Details of Past Experience (As per annexure-5)			
14	Letter of Authorization (As per annexure-6)			
15	Other documents for establishing eligibility of bidder			

- 4. 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.**