

## **Invitation for Comments and Suggestions on Draft Tender Document**

Comments and suggestions are hereby invited from stakeholders on the **Draft Tender Document for the Procurement of Consumables/Surgical/Sutures**, which incorporates proposed changes in line with the policy directives.

The draft document is available on the official website of Uttar Pradesh Medical Supplies Corporation Ltd. (UPMSCL) at <u>www.upmsc.in</u>.

Stakeholders are requested to send their comments and suggestions to the email address **drugs@upmsc.in** by **31.07.2025**. While submitting suggestions, please ensure that the relevant paragraph(s) of the draft are clearly referenced for context.

**Managing Director** 



## UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking)

Regd. Office: SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 Website: <u>https://etender.up.nic.in</u>,www.upmsc.in Email: <u>drugs@upmsc.in</u>, Tel. no. 0522-2838102

## **TENDER DOCUMENT FOR THE SUPPLY OF**

# CONSUMABLES/SURGICALS/SUTURES TO UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(AS PER SCHEDULE OF REQUIREMENT: ANNEXURE A, ANNEXURE B)

RATE CONTRACT (Valid for one year)

LAST DATE FOR ONLINE SUBMISSION OF TENDER: .....

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## SECTION-I

## **DESCRIPTION, DIRECTIVE & ABBREVIATIONS**

The Uttar Pradesh Medical Supplies Corporation Ltd- UPMSCL is a Government of Uttar Pradesh undertaking incorporated under Companies Act, 2013 on 23<sup>rd</sup> March, 2018 which has been set up for providing timely and effective Health Care Services to the people of Uttar Pradesh. The key objective of the UPMSCL is to act as the central procurement agency for all essential and specialized drugs/ consumables/ surgical/ sutures 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, (herein after referred as **Tender Inviting Authority/Purchaser** unless the context otherwise requires) invites e –Tender for supply of Drugs/Consumables/Surgical/Sutures to Uttar Pradesh Medical Supplies Corporation Limited. List of items to be procured vide this tender is detailed in **Schedule of Requirement: Annexure – A**.

1.	Purchaser	: UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (UPMSCL), Lucknow, INDIA
2.	Consignee	: Designated Officers- Drug Warehouses of UPMSCL/UP Medical & Health department
3.	Bidder	: Manufacturing unit participating in Tender process for supply
4.	Supplier	: Successful Bidder to whom contract is awarded.
5.	Language of Bid	: English
6.	List of Items	: List of Items is detailed in Annexure –A (Schedule of Requirements)
7.	EMD	: EMD for participation in this tender is <b>Rs. 20,000/- per item subject</b>
		to Minimum Rs. 2 Lacs and maximum Rs. 5 Lacs.
8.	Tender Processing Fee	es : Rs. 5900/-(Rupees Five thousand nine hundred only) Inclusive of
		GST (Non-Refundable) (e-transfer, RTGS/NEFT).
		Exemption may be given in accordance with UP State MSME Policy
9.	Tender System	: 2 cover system, Cover – A: Technical Bid, EMD & Prequalification,
		Cover – B: Price Bid/Bill of Quantity (BOQ)
10.	Schedule of events:	As per online tender time schedule (Key dates) on
		https://etender.up.nic.in and www.upmsc.in
11.	Validity of BID:	180 Days
12.	Validity of contract:	One Year
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### **13.** Address for communication : Uttar Pradesh Medical Supplies Corporation Ltd.

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 Email: drugs@upmsc.in

Note: The bidders shall be solely responsible for checking the websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids. Bids will be opened online.

# **ABBREVIATIONS:**

UPMSCL : Uttar Pradesh Medical Supplies Corporation Ltd.

EDL	: Essential Drug List
EMD	: Earnest Money Deposit
MD	: Managing Director
ΤΙΑ	: Tender Inviting Authority
UCP	: Ultimate cost to Purchaser
WHO	: World Health Organization
GMP	: Good Manufacturing Practices
QA	: Quality Assurance
COA	: Certificate of Analysis
SQ	: Standard Quality
NSQ	: Not of Standard Quality
DPCO	: Drug (Price Control) Order
RSD	: Residual Shelf life
PO	: Purchase Order
LD	: Liquidated Damage
LLP	: Limited Liability Partnership
IP	: Indian Pharmacopoeia
CoPP	: Certificate of Pharmaceutical Product
MDR	: Medical Devices Rules
QMS	: Quality Management System

# SECTION II

IMPORTANT INFORMATION FOR BIDDERS

## **IMPORTANT INFORMATION FOR BIDDERS**

#### 1. ELIGIBILITY CRITERIA

Manufacturing units are eligible to participate in the tender provided, they have-

- Valid license to manufacture/import the item(s) quoted with requisite Product Permission quoted as per specifications mentioned in the tender from the Competent Authority & have at least 3 years' experience as a manufacturer/importer for each item(s) quoted unless it falls under new category of medical devices as notified by CDSCO.
- ii. License to manufacture/import the item quoted with requisite Product Permission quoted as per specifications mentioned in the tender from Competent Authority & have at least 3 years' experience as a manufacturer/importer for each item quoted unless it falls under New Drug category.
- iii. The bidder (Having own/Loan manufacturing License) should hold valid compliance to Quality Management system for medical devices (ISO 13485) for all the premises, from where quoted product is being manufactured.

#### OR

In case of Imported item(s) quoted, labels and product literature of all quoted product(s) must be submitted with compliance to Quality Management system for medical devices(ISO 13485) or certificate which is as par issued by the authorities of exporting countries like U.S. FDA etc., or COPP certificate of their Principal Manufacturing Company or firm.

- iv. In case of an Importer, Importer should have 3 years market standing in the pharmaceutical field. And also, the importer should have due authorization for quoting items from the principal manufacturer along with relevant import licenses as per Drugs & Cosmetics Act 1940 and Rules 1945 & Medical Devices Rules, 2017.
- v. Tenderer should have obtained permission to manufacture the *item*(s) quoted as per specification in the tender from the competent authority. The imported product(s) should have valid import license by the competent authority.
- vi. Minimum average annual turnover in the last three completed financial years shall not be less than

i) For items as per Annexure-A, Not less than Rs. 05 crores.

ii) For rest of the items (Annexure-B), Not less than Rs. 10 crores.

#### vii. DEBARRING/BLACKLISTING:

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

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

practices of the consumables/surgical/sutures supplied.

**FOR FIRM/COMPANY**: (i) The Company / Firm / loan licensee which has been blacklisted/ Debarred/ Restricted by UPMSCL or UP Govt., due to any reason should not participate in the tender during the period of blacklisting/debarring/ banning/ restricting.. The Company/ Firm / loan licensee which has been blacklisted/debarring/ banning/ restricting. by any other State Government/Central Government / its consumables/surgical/sutures procurement agencies due to quality failure and/or Major violation of D & C Act and Rules, Medical Devices Rules, 2017. and /or fraudulent/illegal practices of the consumables/surgical/sutures supplied should not participate in the tender during the period of blacklisting.

During the validity of the tender and Contract if the firm/Company/loan licensee and/or quoted/awarded product is blacklisted/debarring/ banning/ restricting. by any other State Government / Central Government / its consumables/surgical/sutures procurement agencies on the grounds of quality failure and/or Major violation of D & C Act and Rules, Medical Devices Rules, 2017. and /or fraudulent/ illegal practices / convicted by any Court of law in India, shall be intimated to UPMSCL. Based on the facts of black listing, the product(s)/bidder/ supplier will be liable for Blacklisting /Termination of contract/ Cancellation of Purchase orders/Letter of Intent etc as decided by the committee/TIA.

viii. The Company/firm which has been convicted by any Court of Law of the Country under the provisions of Drugs & Cosmetics Act, 1940, Medical Devices Rules, 2017, Drug (Prices Control) Order, shall not be eligible to participate in the tender.

#### Note:

A. As the terms "blacklisted," "debarred, "banned" and "restricted" shall be considered synonymous and interchangeable.

B. Firms who have withdrawn/denied for agreement/supply after issuance of Letter of Intent/Purchase order in previous tenders floated by UPMSCL may not be considered as eligible for participation for respective item(s).

#### 2. EARNEST MONEY DEPOSIT (EMD)

EMD acts as a safeguard against bidder's withdrawing/altering its bid during the bid validity period which is 180 days. Submission of EMD shall be mandatory unless exempted in accordance with **UP State MSME Policy**. EMD shall be submitted online though RTGS/NEFT from Nationalized or Scheduled Bank 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- Arjunganj, Lucknow, Uttar Pradesh

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#### IFSC code: SBIN0012732

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

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

#### Forfeiture of EMD

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

#### **Refund of EMD**

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, not later than 30 (thirty) days after conclusion of the contract. EMD of the successful bidder shall be returned, without any interest whatsoever, after receipt of performance security as called for in the contract.

#### 3. CLARIFICATION OF BIDDING DOCUMENTS

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

#### 4. AMENDMENT OF BIDDING DOCUMENTS

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

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#### 5. THE TENDER PROCESS

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

#### **Cover - A: Technical Bid**

#### Cover – B: Price Bid

#### Requirements of Cover A:

- Description of the bidder: Should include the information asked in Format -I
- Copy of e-Transfer Receipt for submission of tender processing fee along with Format -II
- Copy of e-Transfer Receipt for submission EMD with *Format III* / Copy of exemption certificate.
- Details of manufacturing premises at which quoted items are to be manufactured (Format –IV)
- Copy of Valid Quality Management System for medical Devices (ISO 13845) certificates of manufacturing premises issued by Licensing Authority.
- Non- Conviction certificate issued by licensing authority for non conviction (Issued within 1 year prior to publication of the tender) for all premises.
- List of items for which bid is quoted (As per *Format V*)
- Copy of the Manufacturing licenses with validity & quoted items approval proof (Product permission) of all items quoted. (*The items quoted shall be highlighted & item code shall be indicated*)
- Three years market standing certificate as manufacturer/importer issued by competent authority/state licensing authority for all the items quoted by the firm shall be submitted.
- 60 days/Annual production capacity of quoted items (Dosage form wise) for all premises certified by Chartered Accountant (This requirement is not for importers quoting for imported items). Also, the commitment quantity for an item submitted by the bidder (as per format-XVII) shall be taken in to account and a bidder not having committed quantity (as reflected in commitment quantity) as per tendered quantity of the item quoted can be technically disqualified.
- Average annual turnover statement (*Format VI*) along with audited Balance sheet.
- Acceptance of all terms & conditions in all sections of tender document.(Declaration as per Format – VII)
- Manufacturing/Import Experience detail of quoted items (As per Format -VIII)
- List of Govt. Organizations to whom bidder is an existing Supplier. (As per Format –IX)
- GST registration certificate.
- Affidavit of being a SSI/MSME unit of Uttar Pradesh (If applicable)
- Copy of firm's PAN card.
- Bank Details of the Firm. (As per Format X)
- Letter of authorization (As per Format XI)
- Other documents for establishing eligibility of bidder
- Any other documents if asked by TIA before last date of bid submission.
- Checklist as per Format XIII

#### Note:

- The list documents mentioned above is only inclusive in nature; the bidder should upload all other documents which may be asked by the Tender Inviting Authority. All documents should be uploaded in specific template available in tender (e-procurement) website. All documents shall be signed by the bidder and shall bear seal of the Company/firm.
- Original documents shall be scanned and uploaded. If photocopies of documents are scanned and uploaded while filling tender, then all photocopies of given below documents MUST BE NOTARIZED. Non-notarized photocopies will not be considered for further processing of tender.

Following given below tender documents must be notarized-

- Copy of Valid Quality Management System for medical Devices (ISO 13845) certificates of manufacturing premises issued by Licensing Authority.
- Non- Conviction certificate issued by Licensing Authority for non-conviction (issued within 1 year prior to publication of the tender) for all premises.
- Copy of the Manufacturing licenses with validity & quoted items approval proof (product permission) of all items quoted. (The items quoted shall be highlighted & item code shall be indicated)
- Market Standing Certificate/ Manufacturing and Marketing Certificate for the quoted items issued by Licensing Authority.
- Acceptance of all terms & conditions in all sections of tender document. (Declaration as per Format –VII)
- > Affidavit of being a SSI/MSME unit of Uttar Pradesh (If applicable)

#### **Requirements of Cover B:**

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

Note:

The rates quoted must be rate per unit not as per the pack size. The rate and GST value quoted on BOQ should be mentioned upto 4 decimal points.

#### 6. EVALUATION CRITERIA

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

The committee will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order. Prior to the detailed opening and evaluation of Price Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each bid to the tender document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to the terms and conditions of each bid to the tender documents from, or objections or

reservations to critical provisions such as those concerning Bid Security- EMD, price bid will be deemed to be a material deviation. The Tender Inviting Authority determination of Tenders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. If a Tender is not substantially responsive, it may be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Bidder by correction of non-conformities. The tenders will be scrutinized to determine whether they are complete and meet the eligibility requirements, conditions etc. as prescribed in the Tender Documents. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

**Note:** The above mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfillment of any essential condition called out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive. Infirmity/Irregularity/Non-Conformity if observed during the preliminary examination, the Tender Inviting Authority find any informality and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute material deviation /financial impact or may ask bidder to comply the sameormayasktosubmitdocumentswhichdoesnothaveanymaterialdeviationandfinancialimpact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority may convey its observation on such issues to the bidder by online web portal or website or mail etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored / rejected.

#### Inspection:

Quality of drugs/consumables/surgical/sutures shall be given highest priority. Inspections of the manufacturing and related facilities of bidders/ suppliers may be done at the discretion of the Tender Inviting Authority. Such inspection may be at any stage before or after acceptance of the Bid or Award of Contract. Manufacturing facility, which is not upto the benchmark standard, may be rejected. Once rejected the facility will be declared ineligible for participation in tender upto two subsequent years. Manufacturing units which are inspected once and found suitable, need not to be inspected for next three years. In event of decision for inspection, the bidders must extend full cooperation to the team to enable them to inspect the manufacturing processes, quality control measures adopted, etc.

#### Finalization of Vendor:

List of technically qualified bidders & non-qualified bidders (with reasons) shall be published as provisional list on the official website of Corporation only; no separate email communication will be done for the same from UPMSCL. A window period of 48 Hours from date of publication of provisional list shall be given for submission of representations/clarifications, through e-mail only, by

provisionally disqualified bidders, if any & the same shall be addressed. No representation shall be entertained after the prescribed window period. The final list of technically qualified & disqualified bidders then shall be uploaded in UPMSCL website with due approval of MD, UPMSCL. Financial bid shall only be opened for the bidders who are technically qualified. If there is a discrepancy between words and figures, the rate quoted in words in financial bid shall be considered as final. Tenders/vendors can be finalized irrespective of number of bids obtained if the price justification is established in case of single bid/offer. Price comparison shall be done on the basis of basic price to the Purchaser that includes cost of item, packaging, transportation and any other charges, excluding GST. In event of financial bid opening, due to provision/compulsion of e-tendering system if financial bid of the complete quoted items list of a bidder is opened by TIA then TIA will consider/evaluate the price bid of the bidder for the item which is technically qualified by the Technical Evaluation committee of TIA.

#### 7. AWARD OF CONTRACTS

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

#### ii State SSI & MSME:

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

#### iii Multiple Supplier Empanelment:

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

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

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

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and Page **15** of **86** 

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

#### 9. ISSUE OF NOTIFICATION OF AWARD

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The Purchaser shall notify the successful bidder through website notification & by email (indicated in bid submitted), that its bid has been accepted. The bidder shall give his acceptance within 7 days of issue of the Notification of Award, along with agreement document in conformity with the bid document. In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted shall be liable to be forfeited and If supplier has been awarded one or more than one products and out of that supplier withdraws for partial/all products then supplier's all other products may not be acceptable and supplier may be debarred/blacklisted for 2 years for said product/all products from participating in tenders of UPMSCL.

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

#### **10. CONTRACT**

A written **contract** agreement shall be executed between UPMSCL & the Company/firm to whom contract is awarded. Apart from the contract with L-1 bidder & matched bidders, UPMSCL may also do contract with other bidders who are willing to supply items at their quoted prices. *In the format of contract, no changes will be allowed.* 

#### **11. PERFORMANCE SECURITY**

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the contract value (Price excluding GST) as per the offered quantity as stated in the bid document. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI. Performance security is to be furnished within 21 days after notification of the award and it should remain valid for a period of 18 month's validity. If the bidder fails to submit the performance security bond within 21 days of date of issue of LOI, 30 days extra will be given with 5% penalty (non-refundable) of PBG \ value to submit the Performance security. Failure to submit performance security within 51 days of LOI issuance date, the LOI may be cancelled by UPMSCL. This penalty shall be deducted from the EMD/subsequent payment of the supplier. In case L-2, L-...3 bidders will be Page **16** of **86** 

5% of the contract value. Payments of the supplies will ONLY be processed after receiving and confirmation of performance security bond for all the contracted suppliers.

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

#### **12. OTHER IMPORTANT INSTRUCTIONS**

- i Since the tender is a "Rate Contract Tender" so, the quantities mentioned in *Schedule of Requirement* are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be issued as per UPMSCL's internal protocol with multiple consignees for tentative tendered quantity or more on sole discretion of TIA, however, purchase order for minimum 15% of tendered quantity (applicable for EDL drugs only) will be issued by UPMSCL based on consumption pattern and requirement. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at 18 Division/75 district level) & the same shall be mentioned in the purchase order.
- ii State SSI & MSME: Latest directive of Uttar Pradesh Government, in respect of eligibility, benefits and exemptions provided to the State SSI & MSME, shall be adhered to.
- iii If the successful bidder fails to undertake the contract, the bidder shall be liable for all damages sustained by UPMSCL, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the consumables/surgical/sutures concerned.
- iv If any item supplied by the bidder have been partially or wholly used after supply and are subsequently found to be inferior in quality or NSQ, then the contract price or prices of such item will be recovered from the bidder, if payment had already been made to him.
- v Bidders are advised and required to go through Annexure B, for guidance regarding online filling and submission of tender documents.
- vi Price quoted in bid shall be valid upto one year from the date of award of contract.
- vii The supplier shall submit the supply commitment quantity" in **Format-XVII** which will be used for the cases where the actual purchase quantity tends to increase substantially from the bid quantity.
- viii The commitment quantity for an item submitted by the bidder (as per format-XVII) shall be taken in to account and a bidder not having committed quantity (as reflected in commitment quantity) as per tendered quantity of the item quoted can be technically disqualified.
- ix If the procuring entity does not procure any subject matter of procurement or procures less than Page **17** of **86**

the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

x The labeled shelf life should normally be same as in product of the firm supplied in trade.

# SECTION III

# CONDITIONS OF CONTRACT

## **CONDITIONS OF CONTRACT**

#### 1. **DEFINITIONS**

- Tender Inviting Authority (TIA) is the Managing Director of the UPMSCL, who on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the consumables/surgical/sutures procured under this Tender Document.
- Tender Document means the document published by the Tender Inviting Authority containing the data identifying the consumables/surgical/sutures to be purchased, the quantity and delivery, and which includes specifications, quality requirements and general conditions which will govern the contract on acceptance of a bid.
- e-tender The process of notifying/ floating tender and pursuing actions of tender opening online.
- User Institutions are government departments, health care institutions, autonomous bodies, etc.
   for which the consumables/surgical/sutures under this tender are procured.
- Drug means and includes, substances defined as "Drug" in the Drugs and Cosmetics act1940.
- L1 rate means the lowest rate declared by the Tender Inviting Authority for consumables/surgical/sutures mentioned in this Tender Document.
- Matched L1 rate means the rate of the bidder or bidders who have consented, in writing, to match
  with the L1 rate for the particular consumables/surgical/sutures and agreed to abide by the terms
  and conditions of the Tender Document.
- Liquidated Damages means penal charges levied by the Tender Inviting Authority for the delay in supply of the item after the expiry of stipulated period mentioned in the supply conditions.
- Letter Of Intent is an intimation informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- Purchase Order means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the items at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.
- Supplier is a person/firm/company or other(s) to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.
- Empanelled laboratory consumables/surgical/sutures testing laboratory approved under the Drugs and Cosmetics Rules, selected by the Tender Inviting Authority for the purpose of conducting analytical testing of consumables/surgical/sutures supplied by the suppliers.

#### 2. STANDARDS

The items supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-A & Annexure-B and shall confirm to standards laid down in

Bureau of Indian Standards (BIS) and in the absence of BIS standards item shall comply with ISO/IEC /Pharmacopoeial Standards. If no standards are available, then validated manufacturers standard shall be used.

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

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

#### 4. PATENT RIGHTS

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

#### 5. PURCHASE ORDERS

Since the tender is a "Rate Contract Tender" so, the quantities mentioned in *Schedule of Requirement* are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be issued as per UPMSCL's internal protocol with multiple consignees however, purchase order for minimum 15% of tendered quantity will be issued by UPMSCL. UPMSCL reserves the right to place order for additional 50% of tendered quantity at sole discretions of UPMSCL. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at 18 Division/75 district level) & the same shall be mentioned in the purchase order.

In case of multiple Suppliers are empanelled for the item, the purchase quantity shall be divided among the Suppliers in approximation with award criteria. However, UPMSCL reserves the right not to split the order quantity based on nature/value/or volume of the orders.

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

#### 6. SUPPLY CONDITIONS

- i The supplies have to be completed within 60 days of the date of release of purchase order. Supplies can be received up to 90th day with imposition of liquidated damages of 0.25 % per day on basic value of goods supplied with 1-10 days delay, 0.50% per day on basic value of goods supplied with 11-30 days delay. On completion of 90 days, the purchase order shall stand cancelled and penalty of flat 25 % shall be levied on basic value of unexecuted portion.
- ii Items which are to be mandatorily tested at CRI Kasauli/ NIB or similar Government labs (Eg. ASV, ARV, Vaccines), supplied shall be accepted up- to 90 days without any liquidated damage and upto 120 days of purchase order with liquidated damage of 0.25 % per day on basic value of goods supplied with for 91-100 days , 0.50 % per day on value of goods supplied in 101-120 days. On completion of 120 days, the purchase order shall stand cancelled and penalty of flat 25 % shall be levied on basic value of unexecuted portion. Such items must be supplied with COA issued by the relevant laboratory.
- iii Each batch of the consumables/surgical/sutures must be supplied with certificate of analysis (NABL accredited analytical laboratories/Govt. laboratory (in case of vaccine, sera, and immunoglobulin only)/In-house (in case of imported items only) laboratory (which ever applicable) after duly acknowledged & clearance by quality department through DVDMS portal.
- iv Consumables/surgical/sutures with difference in specification, difference in packing material, difference in consumables/surgical/sutures license number shall not be accepted.
- v In general, consumables/surgical/sutures with minimum 80% residual shelf life shall be accepted. Minimum residual shelf life of 60% shall be acceptable for vaccine and imported items. However, consignment with lower residual shelf-life can be accepted if the Supplier undertakes to take back the unconsumed quantity if expired and pay back the corresponding amount. In any case, consumables/surgical/sutures with below 70% (except vaccine and imported items for which 60% shelf life) residual shelf life shall not be accepted.
- vi The expiry period of consumables/surgical/sutures and other items should not be less as prescribed in Annexure- A, Annexure- B (Schedule of Requirement).
- vii If the L1 supplier fails to supply the required items in full/in part within the stipulated time or within the time extended, as the case may be, the Tender Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the Tender Inviting Authority will place Purchase Orders with the Matched L1 bidder or to the next bidder(s) according to the bid ranking status at the risk and cost of supplier.
- viiiThose bidders offering the items requiring special cold storage condition should either have their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the consumables/surgical/sutures under cold chain norms from the

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manufacturing unit to the respective warehouse of the Corporation/facilities as mentioned in purchase order by complying cold chain norms. The bidders to whom LOI has been placed for the supply of consumables/surgical/sutures requiring special cold storage conditions shall, at the time of submission of agreement, submit notary attested Documents to prove that they are having own cold chain transporting system or copy of the contract agreement made with a transporting agent having facilities to transport the consumables/surgical/sutures under cold chain norms from the manufacturing unit to the respective warehouse of the Corporation/facilities as mentioned in purchase order.

## 7. PACKING

The packing of items should comply with guidelines set forth in the Medical Devices Rules, 2017

#### Important conditions:

- I. Light-sensitive pharmaceuticals must be packed in containers that allow maximum protection from light.
- II. Only first hand fresh packaging materials of uniform size are used for Packing. Packing of recycled paper or packages of different items/companies are prohibited. The penal charges for usage of packets of other items shall be 5% of the total value of item (s) in question after notice.
- III. Tertiary packing shall be of 7 ply/Styrofoam boxes in 3 ply corrugated box (for cold chain items) and it should be undamaged while received at UPMSCL warehouse.
- IV. Non compliance to the above conditions shall lead to rejection of consignment and the supplier shall be liable for action under provisions of non-supply/late supply.
- V. For any item mentioned in the Schedule of Requirement but not covered by above clause, the packing shall be normal commercial packing supplied to the market.
- VI. For damaged packing penalty may be levied from payment for damages in packing as follows: 1% for damage in Primary packing, 1% for damage in secondary packing and 1% for damage in tertiary packing on the basic value of corresponding DAMAGED quantity.

## 8. LABELING

The labelling of item should comply with guidelines set forth in the Chapter VI of Medical Devices Rules, 2017.

- The label should prominently display the International Non-Proprietary Name (INN)/Proper Name or Generic name as per labeling provisions of Medical Devices Rules, 2017.
- Name of the item shall also be mentioned in Hindi in primary and secondary packings.
- All cold chain items **must** have VVM/Potency indicator to ascertain their usability.
- The secondary packaging material (box, carton) must be clearly labeled with the names of the item, batch number, expiry date and the number of units per carton/box.
- Items with **MRP** mentioned in any packaging unit shall not be accepted

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- Brand name shall ideally be not mentioned in any of the package (Primary/Secondary packing material). Penalty shall not be applicable for imported items.
- The labels in the case of injectable shall clearly indicate that the preparation is meant for IM, IV, ID, SC etc.
- Consignment shall be liable for rejection if any tampering with the expiry date is found and the supplier firm shall be blacklisted for two years.
- The labels of two or more items supplied by the same supplier shall not be identical or resemble in any form especially in colour and markings leading to confusion in identifying the items.
- Seals/Caps/Body of the bottles/vials/jars shall not have any identity mark of the supplier. If such
  identification is found the supplier shall be penalized with 1% on the value of corresponding quantity.

## 9. LOGO GRAM:

Submission of bid for the supply of consumables/surgical/sutures shall be considered as the consent of bidder that the supply will be prepared and packed with the logogram printed on the Primary, Secondary and Tertiary Packing material, as per the design enclosed:

**DESIGNS FOR LOGORAMS** 



The words "Uttar Pradesh Govt. Supplies - Not for sale" shall also be overprinted on primary, secondary &tertiary packing material which will distinguish from the normal trade packing. It must be ensured.

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

## **10. DELIVERY AND DOCUMENTS**

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

- i Two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped and sealed with the Company's/firm's stamp/seal;
- ii More than one **item** shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice. Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.
- iii Two copies of delivery note, railway consignment note, road consignment note, truck or ewaybill, or multi-modal transport document showing Purchaser as UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED [ enter correct name of Purchaser for GST purposes] and delivery through to final destination as stated in the Contract;

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- iv Three copies of the packing list identifying contents of each package;
- v Certificate of analysis of the batches of item delivered.
- vi One copy of Invoice should be submitted at head office of UPMSCL and two copies of invoice at warehouse with goods.

#### **11. QUALITY ASSURANCE**

- i All the supplies have to be accompanied with batch-wise test reports from NABL accredited analytical laboratories/Govt. laboratory (in case of vaccine, sera, and immunoglobulin only)/In-house laboratory (in case of imported items only), (whichever applicable).
- ii Samples of all batches of all items received through UPMSCL central procurement shall be subjected to physical verification for tender conditions, statutory compliance & confirmatory quality testing as per UPMSCL Quality Policy. Item shall be deemed finally accepted & eligible for payment after the quality control division of UPMSCL approves the test report as 'Standard Quality' on DVDMS portal.
- iii Sample of all batches of all items (unless exempted) received through UPMSCL central procurement shall be subjected to Confirmatory quality testing at NABL accredited consumables/surgical/sutures testing laboratory empanelled by UPMSCL/Govt. laboratory before distributing the item to facility level. Till the time any item batch (Unless Exempted) is declared of "Standard Quality" based on empanelled lab analytical test report, item batch which is sent for testing shall be kept on hold as "Quarantine Stock" and shall not be distributed to health facilities.
- iv In case there is no empanelled lab for testing of any item or there are not more than two empanelled labs for confirmatory test in case of a quality failure or in cases of recommendation by Quality Council or any specific situation where MD, UPMSC feels a requirement, a sample can be sent to any Government lab for testing. Result provided by Government Analyst of Government Laboratory will be considered "Final".
- v All the supplies have to be accompanied with batch-wise test reports from NABL accredited analytical laboratories/Govt. laboratory (in case of vaccine, sera, and immunoglobulin only)/Inhouse laboratory (in case of imported items only), (whichever applicable). Additionally, a total amount of 1.0 % on base value (excluding GST) of items received shall be deducted from payment to be made to the supplier as Testing & Handling charge as per UPMSCL quality policy.
- vi Detailed procedure will be followed as per UPMSCL Quality Policy which will available on UPMSCL Website.
- vii Quantity corresponding to NSQ batch shall be deemed as non-supply and flat 20 % penalty shall be levied on the value of corresponding quantity.
- viii In case a batch is declared NSQ, the supplier has to take back the corresponding quantity supplied by its own arrangement within 30 days of intimation. Beyond 30 days, 0.2% demurrage charge per day shall be levied on the value of corresponding quantity remaining un-lifted.

- ix In case the supplier does not take the stock of NSQ items back within 90 days of intimation, then UPMSCL shall be at liberty to destroy the quantity lying at its warehouses. Supplier shall be liable to pay the expenses incurred for such destruction in addition to the demurrage charges applicable.
- x The decision of the Tender Inviting Authority or any officer authorized by him as to the quality of the supplied items shall be final and binding.

#### **12. PENALTY CLAUSE**

#### i. Liquidated Damage:

Supplies may be accepted upto 30 days beyond the stipulated delivery period with penalty for delayed supply (liquidated damage) of 0.25 % per day on basic value of goods supplied with 1-10 days delay, 0.50% per day on basic value of goods supplied with for 11-30 days delay. Beyond 30 days of scheduled supply period, the purchase order shall stand cancelled and penalty of flat 25 % shall be levied on basic value of unexecuted portion. Quantity corresponding to NSQ batch shall be deemed as non-supply and flat 20 % penalty shall be levied on the basic value of corresponding quantity.

#### ii. Risk Purchase:

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

#### iii. LOGO &Packing:

- Non Compliance to Logo and packing requirements mentioned in tender will be penalized up to 2%. (1% for primary packing and 1% for secondary packing).
- Items with **MRP** printed will not be received. Penalty of 2% of the value of corresponding quantity will be levied for presence of MRP in any of the packing. Penalty under this clause will be exempted if PO value is below Rs. 2 lacs.
- Items with brand name printed will not be accepted, except for specific items which may be accepted with permission of T.I.A. However, this condition shall not be applicable for imported items.

#### iv. Demurrage & Destruction Charges

In case a batch is declared NSQ, the supplier has to take back the corresponding quantity

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

#### **13. DEBARRING & BLACKLISTING**

- i.If two batches of any **item** supplied by a Company/firm is found not of standard quality, then the Supplier Company/firm shall be **blacklisted** for that particular item for a period of **three years**.
- ii. If the Supplier fails to execute at least 70% of the order quantity for any particular item for more than two purchase orders, then the Supplier shall be debarred for supply of that particular drug for a period of two years.
- iii. If a Supplier is blacklisted for more than two items for quality issues, then the Supplier shall be debarred as whole for a period of three years.
- iv. The bidder/Supplier who have submitted forged documents in tender or in correspondence to any subsequent communication from UPMSCL shall be declared ineligible to participate in the tenders for a period of 5years.
- v.The Supplier shall be blacklisted for a period of 3 years if any of the items supplied is declared spurious or adulterated by the regulatory authority.
- vi. The Supplier shall be blacklisted for 3 years if proved to have manipulated expiry date of the items.
- vii.Goods against orders placed prior to blacklisting/debarring any Supplier shall be received as per normal protocol.

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

Payment shall be made purchase order wise. Payment against any purchase order shall be made to the Supplier within 45 days of completion of supply based on quality clearance status and submission of Original invoices duly signed and stamped with delivery challan and e-way bill. Payment will be made either by means of RTGS (Real Time Gross Settlement System) / NEFT. A statement of payment with details of all deductions shall be furnished to the concerned Suppliers for their reference. In case of partial supply (Supply below 90% of the order quantity) payment process shall be initiated after completion of 120 days from purchase order.

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

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

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- a) No advance payment is payable.
- b) Payment shall be made considering penalties if any and deducting the Testing &Handling charge of 1.0 % of the base value (excluding GST) of items received.
- c) Payment will be made either by means of RTGS (Real Time Gross Settlement System) / NEFT.

#### 15. PRICES

- DPCO notifications regarding price ceiling has to be adhered by the supplier. If contract price/rate of any item is higher than the DPCO price, then it has to be revised as per ceiling limit. It would be mandatory for the supplier to execute the supplies in such revised price & penal action shall be taken for non-compliance.
- ii. Prices charged by the Supplier for goods delivered under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- iii. In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- iv. Prices once fixed will remain valid during the schedule delivery period. Increase of Taxes and other statutory duties will not affect the price during this period.
- v. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the Supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the Supplier.
- vi. Price comparison shall be based on Pre GST after opening of Financial bid.
- vii. In case of any enhancement in GST by notification of the Government after the date of submission of bids and during the tender period, the quantum of additional GST so levied will be allowed to be charged. For claiming the additional cost on account of the increase in GST, the supplier shall produce proof of payment of additional GST on the items supplied to Tender Inviting Authority. If the documentary evidence for increase in GST is produced, then the invoice amount with the enhanced rates of GST will be admitted, after due verification.
- viii. In case the supplier intends to supply the item under contract with UPMSCL to any other organization at a price/rate lower than the contract rate with UPMSCL then the same would be intimated promptly and contract rate would be revised accordingly.

#### **16. CHANGE IN ORDERS**

- i. The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the contract in any one or more of the following:
  - (a) the method of transportation or packing;
  - (b) the place of delivery; or
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery

schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

#### **17. FORCE MAJEURE**

- For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder/supplier and not involving the successful bidder's/supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
   Scarcity of raw materials and power cut shall not be considered as force majeure.
- **ii.** The successful bidder/Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of suchaconditionandthecausethereofwithsatisfactorydocumentaryproof,withintwenty-one (21) days of occurrence of such event. The time for making supply may be extended by the Tender Inviting Authority /Purchaser at its discretion for such period as may be considered reasonable. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case Force Majeure event the Tender Inviting Authority / Purchaser is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/Purchaser will notify the successful bidder/Supplier accordingly.

#### **18. TERMINATION FOR DEFAULT**

- (a) The Tender Inviting Authority / Purchaser may, without prejudice to any contractual rights and remedies available to it (the Tender Inviting Authority/Purchaser), may by written notice of default sent to the successful bidder/ Supplier terminate the contract in whole or in part, if the successful bidder/ Supplier fails to delivers any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract;
  - (i) if the Supplier fails to perform any other obligation(s) under the Contract; or
  - (ii) if the Supplier, in the judgment of the **Tender inviting Authority/Purchaser**, has engaged in fraud and corruption, as defined in clause 25, in competing for or in executing the

contract.

- (b) In the event the Tender Inviting Authority/Purchaser terminates the Contract in whole or in part, pursuant to tender Clause, the Tender Inviting Authority/Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Tender Inviting Authority/Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- (c) The contract shall be liable for termination for any breach of contract at the discretion of Tender Inviting Authority/Purchaser.

#### **19. TERMINATION FOR INSOLVENCY**

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

#### **20. TERMINATION FOR CONVENIENCE**

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

#### **21. RESOLUTION OF DISPUTES**

- 1. If dispute or difference of any kind shall arise between the Tender Inviting Authority/Purchaser and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and

the Supplier have been unable to resolve amicably a Contract dispute, either the Tender Inviting Authority/Purchaser or the successful bidder/Supplier may give notice to the other party of its intention to commence arbitration, as provided by the applicable arbitration procedure and shall be as per the Arbitration and Conciliation Act, 1996.

- 3. In the case of a dispute or difference arising between the Tender Inviting Authority/Purchaser and a bidder/Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole arbitrator as mutually decided by the parties. The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and Conclusive.
- 4. **Seat of Arbitration**: The seat of arbitration shall be at Lucknow, Uttar Pradesh, India. Courts of Lucknow shall have exclusive jurisdiction.
- 5. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.
- 6. In the event of any dispute arising out of the bid or orders, such dispute would be subject to the jurisdiction of the Courts of Lucknow.

#### 22. GOVERNING LANGUAGE

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

#### 23. TAXES AND DUTIES

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

#### 24. NOTICES

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

#### UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (A Government of Uttar Pradesh Undertaking) Regd. Office: SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 Tel. No.- 0522-2060098/99

#### 25. FRAUDULENT AND CORRUPT PRACTICES

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

(i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of

anything of value to influence improperly the actions of another party;

- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; shall also include misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority/Purchaser, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority/Supplier of the benefits of free and open competition. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality / conviction under MDR, 2017/submission of fake/forged document shall be deemed as fraudulent practices. Making false/incorrect statement shall also be treated as fraudulent practice.
- (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (vi) No bidder shall contact the Tender Inviting Authority/Purchaser or any of its officers or any officers of the Government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority/Purchaser or any person associated with UPMSCL. Any such effort by a bidder to influence the Tender Inviting Authority/Purchaser/ factory inspection team/ sample evaluation committee/ bid comparison or contract award decisions may result in rejection of the bid; or

If the Purchaser determines at any point of time that the Bidder/Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may reject the bid submitted by the bidder or terminate the contract of supplier. Page **32** of **86** 

#### **26. RATE CONTRACT**

This is a "Rate Contract" Tender. The bidders are expected to quote their best rates. The rates quoted by the bidder shall remain valid for one year from the date of signing of contract and can be extended for a further period of up-to six months with mutual consent of Purchaser & Supplier. The quantities mentioned in *Schedule of Requirement* are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be issued as per UPMSCL's internal protocol with multiple consignees however, purchase order for minimum 15% of tendered quantity will be issued by UPMSCL. UPMSCL reserves the right to place order for additional 50% of tendered quantity at sole discretions of UPMSCL. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional/district level) & the same would be mentioned in the purchase order.

#### **27. SAVING CLAUSE**

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

#### 28. FALL CLAUSE

The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

# **ANNEXURES**

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## <u>ANNEXURE – A</u>

## **Schedule of Requirement**

S. No	Code s	Name of Item	No/Strength	Packing	Specification	Shelf Life (In Months)	Required minimum average annual turnover for Items (In crore)
1	S0800 01	Absorbable Gelatine Sponge	80mmX50m mX10mm	Sterilized PKD Single Piece Pack	IP 66, Size 80 mm x 50 mm x 10 mm should be sterlized.	36	5
2	S0800 02	Absorbable Gelatine Sponge	80mmX50m mX7mm	Sterilized PKD Single Piece Pack	IP 66, Size 80 mm x 50 mm x 7 mm should be sterlized.	36	5
3	S0100 18	Adhesive Crepe Bandage	4"	Roll	Roll Self Adhesive Stretched length 4.5mtr	36	5
4	S0100 19	Adhesive Crepe Bandage	6"	Roll	Roll Self Adhesive Stretched length 4.5mtr	36	5
5	S0100 13	Cast Padding Soft Roll	10cm	Single Piece Pack	Roll of 3mtr.	36	5
6	S0100 14	Cast Padding Soft Roll	15cm	Single Piece Pack	Roll of 3mtr.	36	5
7	S1000 03	Disposable Surgical Cap		100 Pieces Pack	Should be manufactured from non woven fabric • Blue / Green colour • Round upon wearing, with elastic • Air permeable / breathable • Should retain skin and hair particles	60	5
8	S1000 01	Disposable Surgical Mask		100 Pieces Pack	Should be manufactured from non woven poly prop fabric • Should be 3 ply construction	36	5
9	S1000 02	Disposable Triple Layer Mask		100 Pieces Pack	Tie on Mask of Non-woven, Hypoallergenic 3 ply construction with filter in between offering >99 percent standard with 4 tie strings.	60	5
10	S1100 05	ECG Gel	250ml	20 Tube in a box	Suitable for non pre-gelled electrodes, ECG latches and pendant switches in any ECG and exertional applications. Allows ECG waves clear transfer to equipment. It is hypoallergenic, does not irritate skin, does not contain oil and oily substances, does not contain formaldheyde and salt, has no toxic effects and is odourless.	36	5
11	S1100 02	ECG Roll	50cm X 20mtr	10 Roll in a box	ECG paper is made from thermal paper coated with invisible chemicals that can produce a black image when used for the ECG machine.	36	5
12	S1100 03	ECG Roll	50cm X 30mtr	10 Roll in a box	ECG paper is made from thermal paper coated with invisible chemicals that can produce a black image when used for the ECG machine.	36	5
13	S0100 16	Elastic Crepe Bandage	10cmX4Mt	Roll	Stretched length 6mtr	60	5
14	S0100 17	Elastic Crepe Bandage	15cmX4Mt	Roll	Stretched length 6mtr	60	5
15	S0900 09	Examination Gloves	Small	L:oose Packing of 100 Gloves Per Packing	Nitrile Examination Gloves, Tested for Chemotherapy Drugs as per ASTM D6978 and US FDA cleared, Viral Testes- EN 374-5, AQL-1.5, Prevents Type I & Type IV allergies with PPE category III, Standards: EN ISO 374-5, EN 455 – 1,2,3,4, CE 0493, EN 16523- 1, FDA21 CFR 177- 2600, ISO 13485, ISO 9001	36	5

S. No	Code s	Name of Item	No/Strength	Packing	Specification	Shelf Life (In Months)	Required minimum average annual turnover for Items (In crore)
16	S0900 10	Examination Gloves	Medium	L:oose Packing of 100 Gloves Per Packing	Rubber examination gloves made of natural rubberlatex. Non-sterile, Ambidextous, AQL 1.5 Micro Textured Powdered with absorbable dusting powderUSP.o Should conform to IS 153540 Minimum labeled Shelf Life (in month)- 360 Dispenser Box of 100 Gloves	36	5
17	S0900 11	Examination Gloves	Large	L:oose Packing of 100 Gloves Per Packing	Rubber examination gloves made of natural rubberlatex. Non-sterile, Ambidextous, AQL 1.5 MicroTextured Powdered with absorbable dusting powderUSP.o Should conform to IS 153540 Minimum labeled Shelf Life (in month)- 360 Dispenser Box of 100 Gloves	36	5
18	S0100 20	Paper Adhesive Tape	3"X5mtr	6 Roll in a box	Non woven adhesivetape,hypoallergic,should have some stretch bonding	36	5
19	S0100 21	Paper Adhesive Tape	2"X5mtr	12 Roll in a box	Non woven adhesive tape,hypoallergic,should have some stretch bonding	36	5
20	S0100 22	Paper Adhesive Tape	1"X5mtr	24 Roll in a box	Non woven adhesive tape,hypoallergic,should have some stretch bonding	36	5
21	S0100 11	Plaster of Paris Bandges	10cm	Packet of 10	2.7 mtr.	36	5
22	S0100 12	Plaster of Paris Bandges	15cm	Packet of 10	2.7 mtr.	36	5
23	S0100 15	Pre-injection Swabs	Box of 100		Impregnated with 70% IsoPropyl Alchohol and 2% CHLORHEXIDINE GLUCONATE	36	5
24	S1100 08	Sanitary Napkin		6 Napkins per pack	As Specified by Govenment of India.	48	5
25	S1000 06	Shoe Cover	Free size	100 pcs	Perfect fitting smooth texture wear and tear resistant dust proof and water proof.	60	5
26	S0900 06	Sterile Nitrile Surgical Gloves	6.5	Sterilized PKD Single Piece Pack	Nitrile Examination Gloves, Tested for Chemotherapy Drugs as per ASTM D6978 and US FDA cleared, Viral Testes- EN 374-5, AQL-1.5, Prevents Type I & Type IV allergies with PPE category III, Standards: EN ISO 374-5, EN 455 – 1,2,3,4, CE 0493, EN 16523- 1, FDA21 CFR 177- 2600, ISO 13485, ISO 9001	36	5
27	S0900 07	Sterile Nitrile Surgical Gloves	7	Sterilized PKD Single Piece Pack	Nitrile Examination Gloves, Tested for Chemotherapy Drugs as per ASTM D6978 and US FDA cleared, Viral Testes- EN 374-5, AQL-1.5, Prevents Type I & Type IV allergies with PPE category III, Standards: EN ISO 374-5, EN 455 – 1,2,3,4, CE 0493, EN 16523- 1, FDA21 CFR 177- 2600, ISO 13485, ISO 9001	36	5
S. No	Code s	Name of Item	No/Strength	Packing	Specification	Shelf Life (In Months)	Required minimum average annual turnover for Items (In crore)
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28	S0900 08	Sterile Nitrile Surgical Gloves	7.5	Sterilized PKD Single Piece Pack	Nitrile Examination Gloves, Tested for Chemotherapy Drugs as per ASTM D6978 and US FDA cleared, Viral Testes- EN 374-5, AQL-1.5, Prevents Type I & Type IV allergies with PPE category III, Standards: EN ISO 374-5, EN 455 – 1,2,3,4, CE 0493, EN 16523- 1, FDA21 CFR 177- 2600, ISO 13485, ISO 9001	36	5
29	S0900 01	Sterile Surgical Gloves	FG 6	Sterilized PKD Pair	A Pair of 100% natural lates gloves natural/belge color with 1. high strength and elasticity, fully anatomical design to reduce hand fatgue textured surfacefor excellent wet and dry grip easy to wear and can prevent rolling back softness providing superior comfort and natural fitness, 2. elogaton at break 550%- 750% with tenslle strength 14MPa- 27MPa and freedom from holes: AQL 1.5, 3. Srerillized by Gamma ray or Ethylene Oxide.	36	5
30	\$0900 02	Sterile Surgical Gloves	FG 6.5	Sterilized PKD Pair	A Pair of 100% natural lates gloves natural/belge color with 1. high strength and elasticity, fully anatomical design to reduce hand fatgue textured surfacefor excellent wet and dry grip easy to wear and can prevent rolling back softness providing superior comfort and natural fitness, 2. elogaton at break 550%- 750% with tenslle strength 14MPa- 27MPa and freedom from holes: AQL 1.5, 3. Srerillized by Gamma ray or Ethylene Oxide.	36	5
31	S0900 03	Sterile Surgical Gloves	7	Sterilized PKD Pair	A Pair of 100% natural lates gloves natural/belge color with 1. high strength and elasticity, fully anatomical design to reduce hand fatgue textured surfacefor excellent wet and dry grip easy to wear and can prevent rolling back softness providing superior comfort and natural fitness, 2. elogaton at break 550%- 750% with tenslle strength 14MPa- 27MPa and freedom from holes: AQL 1.5, 3. Srerillized by Gamma ray or Ethylene Oxide.	36	5
32	S0900 04	Sterile Surgical Gloves	7.5	Sterilized PKD Pair	A Pair of 100% natural lates gloves natural/belge color with 1. high strength and elasticity, fully anatomical design to reduce hand fatgue textured surfacefor excellent wet and dry grip easy to wear and can prevent rolling back softness providing superior comfort and natural fitness, 2. elogaton at break 550%- 750% with tenslle strength 14MPa- 27MPa and freedom from holes: AQL 1.5, 3. Srerillized by Gamma ray or Ethylene Oxide.	36	5

S. No	Code s	Name of Item	No/Strength	Packing	Specification	Shelf Life (In Months)	Required minimum average annual turnover for Items (In crore)
33	S0900 05	Sterile Surgical Gloves	8	Sterilized PKD Pair	A Pair of 100% natural lates gloves natural/belge color with 1. high strength and elasticity, fully anatomical design to reduce hand fatgue textured surfacefor excellent wet and dry grip easy to wear and can prevent rolling back softness providing superior comfort and natural fitness, 2. elogaton at break 550%- 750% with tenslle strength 14MPa- 27MPa and freedom from holes: AQL 1.5, 3. Srerillized by Gamma ray or Ethylene Oxide.	36	5
34	S1100 06	Ultrasound Gel	250ml	20 Tube in a box	Hypoallergenic, water soluble gel suitable for ultrasonography, doppler and defibrillator applications. It ensures the ultrasound waves come to the equipment display in a clear and uninterrupted way. Salt, formaldehyde, fragrance free.	36	5
35	S1100 04	USG Roll	2- 1/16"X250ft	10 Roll in a box	ECG paper is made from thermal paper coated with invisible chemicals that can produce a black image when used for the ECG machine.	36	5

# <u>ANNEXURE – B</u> <u>Schedule of Requirement</u>

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
1	S040 024	15 Degree side port blade for Eye Surgery		10 pcs	Sterilized Pack according to Specification of Government of India.	36	10
2	S050 022	Adult Disposable Oxygen Nasal Prong		Single Piece Pack, 10 pcs in a box	Suitable for easy application and efficient administration of oxygen for greater comfort of the patient. Manufactured from soft, light weight non-toxic material, thus non-irritating even in long term use. Improved anatomical fit for increased comfort. The system of attachment provides maximum freedom to the patient and leaves the patient's mouth free for nutritional and communication purposes. Multichannel tube ensures continuous supply of oxygen, even if the tube is accidentally kinked. Twin prong/ nasal tips are designed to ensure equal volume of oxygen to both the air passages. Soft funnel shaped connector facilitates easy connection to oxygen source. Nasal prong ensures an uninterrupted flow of oxygen to the patient and offers better comfort for continuous use. Non- sterile, individually packed in poly bag	36	10
3	S110 001	Aerosol Therapy Nebulizing Kit	Nebulizing Kit	Sterilized Pkd Single Piece Pack	Specially Designed Nebulizer Chamber with Nebulization rate of approximately 3cc in 10minut Average practicle size generation is approximately 2 microns	60	10
4	S050 047	Bain Circuit For Aneasthesia (Adult Use)			For Aneasthesia Delevary System Conecting Patient airway to machine it should have corrugated tube fitted with expiratory valve leading to tube and reservoir bag.	36	10
5	S050 046	Bain Circuit For Aneasthesia (Paediatric Use)		Sterilized PKD	For Aneasthesia Delevary System Conecting Patient airway to machine it should have corrugated tube fitted with expiratory valve leading to tube and reservoir bag.	36	10
6	S070 021	Blood collection Bag :	1. 350 ml blood bag with 49 ml PRA/CPD A-ICPDA-2 anti coagulant solution with standard donor tubing .	Sterilized PKD Single Piece Pack	<ol> <li>350 ml blood bag with 49 ml PRA/CPDA- ICPDA-2 anti coagulant solution with standard donor tubing. 2. It should have non peel off label</li> <li>3. It should have stumper evident as integrated part. 4.16 G needle with ultra thin wall breakaway needle cover with bevel protector.</li> <li>5. Independent sterility testing report from Govt. recognized laboratory for every batch .6. Tube length should be about 100 cms with minimum 10 pilots marking on tube.7. Tube with easily knot ability and sealing with die electric sealer.8. Anti coagulant solutions should be as per IP/USP/BP specifications.9. Solution should be sterile, HIV, Hepatitis B &amp; C and Pyrogen free.</li> </ol>	24	10
7	S070 022	Blood collection Bag :	(i) 100 ml blood collection bag also as per specificatio n.	Sterilized Pkd Single Piece Pack	<ol> <li>Stelle, HW, Repatits D &amp; C and Progenitee.</li> <li>350 ml blood bag with 49 ml PRA/CPDA-ICPDA-2 anti coagulant solution with standard donor tubing. 2. It should have non peel off label</li> <li>It should have stumper evident as integrated part. 4.16 G needle with ultra thin wall breakaway needle cover with bevel protector.</li> <li>Independent sterility testing report from Govt. recognized laboratory for every batch .6. Tube length should be about 100 cms with minimum 10 pilots marking on tube.7. Tube with easily knot ability and sealing with die electric sealer.8.</li> </ol>	24	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
					Anti coagulant solutions should be as per IP/USP/BP specifications.9. Solution should be sterile, HIV, Hepatitis B & C and Pyrogen free.		
8	S070 023	BLOOD TRANSFUSIO N SET		Sterilized Pkd Single Piece Pack, box of 10	Conforming to following specifications: 1. The set should be made of special medical grade non toxic P.V.C. flexible transparent material with a separate air-vent and drop chamber with a clot filter gauze 2. It should be sterilised in a polythene pack of 300 gauge thickness by Gamma, E.T.O. irradiation to a minimum dose of 2.5 mrad or 2.5 kg gray. 3. The pack should be sealed at the both end one cm away from each end. The sealing thickness should be 30 cm5. The adopter ((Mouth) should be made of flexible P.V.C. and leak proof at the joint of the tubing & transparent & flexible 6. The quality of tubing should be flexible non toxic medical grade. The I.V. needle of scalp-vein should be sharp bevel, it should be leak-proof. 7. The needle should be leak-proof. 7. The needle should be provided with a flexible cap to protect the bevel of needle 8. The adopter should be provided with well fitting closing device	36	10
9	S040 011	Bone Wax for Orthopeadic Surgery	2.5gm		Gama Sterilized Pack containing Bee Wax Paraffin Wax and Issopropyl Palmitate	36	10
10	S070 044	Closed Wound Suction Unit	12	Sterilized PKD Single Piece Pack	Suitable for close wound drainage under negative pressure post operatively with the option to operate one or two catheters simultaneosly-Graduated Bellow Chamber-Size of Bellow Chamber: 600&800ml	36	10
11	S070 045	Closed Wound Suction Unit	14	Sterilized PKD Single Piece Pack	Suitable for close wound drainage under negative pressure post operatively with the option to operate one or two catheters simultaneosly-Graduated Bellow Chamber-Size of Bellow Chamber: 600&800ml	36	10
12	S070 046	Closed Wound Suction Unit	16	Sterilized PKD Single Piece Pack	Suitable for close wound drainage under negative pressure post operatively with the option to operate one or two catheters simultaneosly-Graduated Bellow Chamber-Size of Bellow Chamber: 600&800ml	36	10
13	S040 010	Cord Clamp		Sterilized PKD Piece Pack	Should be Non Toxic Medicag Grade Polymer to be used for clamping the umbilical cord of newborn baby	36	10
14	S070 031	Disposable Abdominal Drainage Kit	Size 24	Sterilized PKD Single Piece Pack, 2000 ml	Specially designed kit for post-operative abdominal drainage. Consists of super smooth drainage catheter alongwith a collection bag. Made from non-toxic and non-irritant medical grade PVC. Provided with specialised foldable handle which holds the tube upright, prevents accidental kinking during handling and suitable for bedside hanging. Soft and smooth catheter with large atraumatic eyes for efficient drainage. Radio-opaque line throughout catheter length help x-ray visualization. Catheter is colour coded for instant size identification. Sterile, individually packed in a peelable pouch.	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
15	S070 032	Disposable Abdominal Drainage Kit	Size 28	Sterilized PKD Single Piece Pack, 2000 ml	Specially designed kit for post-operative abdominal drainage Consists of super smooth drainage catheter alongwith a collection bag. Made from non-toxic and non-irritant medical grade PVC. Provided with specialised foldable handle which holds the tube upright, prevents accidental kinking during handling and suitable for bedside hanging. Soft and smooth catheter with large atraumatic eyes for efficient drainage. Radio-opaque line throughout catheter length help x-ray visualization Catheter is colour coded for instant size identification. Sterile, individually packed in a peelable pouch.	36	10
16	S070 033	Disposable Abdominal Drainage Kit	Size 32	Sterilized PKD Single Piece Pack, 2000 ml	Specially designed kit for post-operative abdominal drainage. Consists of super smooth drainage catheter alongwith a collection bag Made from non-toxic and non-irritant medical grade PVC Provided with specialised foldable handle which holds the tube upright, prevents accidental kinking during handling and suitable for bedside hanging. Soft and smooth catheter with large atraumatic eyes for efficient drainage. Radio-opaque line throughout catheter length help x-ray visualization. Catheter is colour coded for instant size identification. Sterile, individually packed in a peel able pouch.	36	10
17	S040 023	Disposable Crescent Knife for Eye Surgery		10 pcs	Sterilized Pack according to Specification of Government of India.	36	10
18	S050 009	Disposable Insulin Syringe With Needle	1ml,40 IU	Sterilized PKD 10 Piece Pack	1 ml syringe with 30G X ½" needle	36	10
19	S070 028	Disposable Inter Costal Drainage (ICD) Kit	26	Sterilized PKD Single Piece Pack	Intercostal drainage catheter. Distal end is open with super smooth larger eyes to maximize the drainage from the chest. Proximal end is fitted with specially designed tapered tongue. Catheters are marked at every 2cm from the last eye to ascertain the depth of placement. Sterile, double packed in peelable pouch pack.	36	10
20	S070 029	Disposable Inter Costal Drainage (ICD) Kit	28	Sterilized PKD Single Piece Pack	Intercostal drainage catheter. Distal end is open with super smooth larger eyes to maximize the drainage from the chest. Proximal end is fitted with specially designed tapered tongue. Catheters are marked at every 2cm from the last eye to ascertain the depth of placement. Sterile, double packed in peelable pouch pack.	36	10
21	S070 030	Disposable Inter Costal Drainage (ICD) Kit	30	Sterilized PKD Single Piece Pack	Intercostal drainage catheter. Distal end is open with super smooth larger eyes to maximize the drainage from the chest. Proximal end is fitted with specially designed tapered tongue. Catheters are marked at every 2cm from the last eye to ascertain the depth of placement. Sterile, double packed in peelable pouch pack.	36	10
22	S050 021	Disposable NRB Oxygen Mask (Adult)		Single Piece Pack, 10 pcs in a box	latex free odorless transparent mask and tubing • Adjustable elastic band • Mask designed to fit the face contours • Mask adult and pediatric sizes • A low resistance check valve on either side of the mask to prevent the re-breathing through the mask and allow exhaled gases to escape • A valve and a reservoir for oxygen • 1.5 Lt Reservoir bag for adults and 0.75 It	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
					reservoir for kids • Tubing : 7 ft length • Non kinking connecting tube		
23	S050 020	Disposable NRB Oxygen Mask (Paediatric)		Single Piece Pack, 10 pcs in a box	latex free odorless transparent mask and tubing • Adjustable elastic band • Mask designed to fit the face contours • Mask adult and pediatric sizes • A low resistance check valve on either side of the mask to prevent the re-breathing through the mask and allow exhaled gases to escape • A valve and a reservoir for oxygen • 1.5 Lt Reservoir bag for adults and 0.75 lt reservoir for kids • Tubing : 7 ft length • Non kinking connecting tube	36	10
24	S070 047	Disposable Suction Cannula Tip	8	Sterilized PKD Single Piece Pack	Sterilized PKD madeup of non tosix with universal connector for suction apparatus, cannula should have smooth round tip.	36	10
25	S070 048	Disposable Suction Cannula Tip	10	Sterilized PKD Single Piece Pack	Sterilized PKD madeup of non tosix with universal connector for suction apparatus, cannula should have smooth round tip.	36	10
26	S070 049	Disposable Suction Cannula Tip	12	Sterilized PKD Single Piece Pack	Sterilized PKD madeup of non tosix with universal connector for suction apparatus, cannula should have smooth round tip.	36	10
27	S070 050	Disposable Suction Cannula Tip	14	Sterilized PKD Single Piece Pack	Sterilized PKD madeup of non tosix with universal connector for suction apparatus, cannula should have smooth round tip.	36	10
28	S070 051	Disposable Suction Cannula Tip	16	Sterilized PKD Single Piece Pack	Sterilized PKD madeup of non tosix with universal connector for suction apparatus, cannula should have smooth round tip.	36	10
29	S050 004	Disposable Syringe Along With Needle 23 G	3ml	Sterilized PKD Single Piece Pack, box of 100	Each syringe should separately HDPE card board packing and be Gamma sterilized E.T.O. the washer of the syringe should be non toxic medical grade. Needle should be properly protected. The product and package should be designed as an inegrated unit. The Package should be sealed with a good heat sealing machine so that the seal with is not less than 2 to 3 mm the body of the packing material as well as the seal should not contain pinholes.	60	10
30	S050 005	Disposable Syringe Along With Needle 23 G	2ml	Sterilized PKD Single Piece Pack, box of 100	Each syringe should separately HDPE card board packing and be Gamma sterilized E.T.O. the washer of the syringe should be non toxic medical grade. Needle should be properly protected. The product and package should be designed as an inegrated unit. The Package should be sealed with a good heat sealing machine so that the seal with is not less than 2 to 3 mm the body of the packing material as well as the seal should not contain pinholes.	60	10
31	S050 006	Disposable Syringe Along With Needle 23 G	5ml	Sterilized PKD Single Piece Pack, box of 100	Each syringe should separately HDPE card board packing and be Gamma sterilized E.T.O. the washer of the syringe should be non toxic medical grade. Needle should be properly protected. The product and package should be designed as an inegrated unit. The Package should be sealed with a good heat sealing machine so that the seal with is not less than 2 to 3 mm the body of the packing material as well as the seal should not contain pinholes.	60	10
32	S050 007	Disposable Syringe Along With Needle 23 G	10ml	Sterilized PKD Single Piece Pack, box	Each syringe should separately HDPE card board packing and be Gamma sterilized E.T.O. the washer of the syringe should be non toxic medical grade. Needle should be properly	60	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
				of 50	protected. The product and package should be designed as an inegrated unit. The Package should be sealed with a good heat sealing machine so that the seal with is not less than 2 to 3 mm the body of the packing material as well as the seal should not contain pinholes.		
33	S050 008	Disposable Syringe Along With Needle 23 G	20ml	Sterilized PKD Single Piece Pack, box of 25	Each syringe should separately HDPE card board packing and be Gamma sterilized E.T.O. the washer of the syringe should be non toxic medical grade. Needle should be properly protected. The product and package should be designed as an inegrated unit. The Package should be sealed with a good heat sealing machine so that the seal with is not less than 2 to 3 mm the body of the packing material as well as the seal should not contain pinholes.	60	10
34	S050 027	Endotracheal Tube Cuffed	3mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
35	S050 028	Endotracheal Tube Cuffed	3.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
36	S050 029	Endotracheal Tube Cuffed	4mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
37	S050 030	Endotracheal Tube Cuffed	4.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide age <b>43</b> of <b>86</b>	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
					black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.		
38	S050 031	Endotracheal Tube Cuffed	5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
39	S050 032	Endotracheal Tube Cuffed	5.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
40	S050 033	Endotracheal Tube Cuffed	6mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
41	S050 034	Endotracheal Tube Cuffed	6.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
42	S050 035	Endotracheal Tube Cuffed	7mm	Sterilized PKD Single Piece Pack,10 pcs in a box Pack	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high- age <b>44</b> of <b>86</b>	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
					volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.		
43	S050 036	Endotracheal Tube Cuffed	7.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
44	\$050 037	Endotracheal Tube Cuffed	8mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
45	S050 038	Endotracheal Tube Cuffed	8.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Thermo-sensitive tube conforms to the tract anatomy. Conforms to F-29 standards Kink resistant tube ensures patient safety. Strong tube walls to ensure proper ventilation. Murphy eye has a polished smoothness ensuring atraumatic intubation and extubation. Features a high-volume, low pressure cuff. Soft cuff allows air tight fit between the tube and trachea. Wide black ring above cuff gives visual indication of tube passing the vocal cords to aid in placement. Radio-opaque line determines exact location. Standard 15mm connector. Sterile individually packed in peelable blister pack.	36	10
46	S050 023	Endotracheal Tube Uncuffed	2mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Manufactured from thermo-sensitive material readily conforming to body contours at body temperature. Kink resistant and transparent material to reduce any possibility of occlusion in the tube bore. Nasoral tip suitable for nasal/ oral intubation. Murphy eye with smooth edges and tip to reduce any trauma to the patient during procedure. Provided with radio-opaque line throughout the length for X-ray detection and assistance in placement. Proximal end is fitted with standard 15 mm connector which can snugly fit with other commonly used connectors. Sterile individually packed in peelable blister pack.	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
47	S050 024	Endotracheal Tube Uncuffed	2.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Manufactured from thermo-sensitive material readily conforming to body contours at body temperature. Kink resistant and transparent material to reduce any possibility of occlusion in the tube bore. Nasoral tip suitable for nasal/ oral intubation. Murphy eye with smooth edges and tip to reduce any trauma to the patient during procedure. Provided with radio-opaque line throughout the length for X-ray detection and assistance in placement. Proximal end is fitted with standard 15 mm connector which can snugly fit with other commonly used connectors. Sterile individually packed in peelable blister pack.	36	10
48	S050 025	Endotracheal Tube Uncuffed	3mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Manufactured from thermo-sensitive material readily conforming to body contours at body temperature. Kink resistant and transparent material to reduce any possibility of occlusion in the tube bore. Nasoral tip suitable for nasal/ oral intubation. Murphy eye with smooth edges and tip to reduce any trauma to the patient during procedure. Provided with radio-opaque line throughout the length for X-ray detection and assistance in placement. Proximal end is fitted with standard 15 mm connector which can snugly fit with other commonly used connectors. Sterile individually packed in peelable blister pack.	36	10
49	S050 026	Endotracheal Tube Uncuffed	3.5mm	Sterilized PKD Single Piece Pack,10 pcs in a box	Manufactured from thermo-sensitive material readily conforming to body contours at body temperature. Kink resistant and transparent material to reduce any possibility of occlusion in the tube bore. Nasoral tip suitable for nasal/ oral intubation. Murphy eye with smooth edges and tip to reduce any trauma to the patient during procedure. Provided with radio-opaque line throughout the length for X-ray detection and assistance in placement. Proximal end is fitted with standard 15 mm connector which can snugly fit with other commonly used connectors. Sterile individually packed in peelable blister pack.	36	10
50	S070 040	Flatus Tube	FG12	Sterilized PKD Single Piece Pack	35cm Long x 9mm, 2 side holes (open end), made of natural soft rubber and in Red Color	36	10
51	S070 041	Flatus Tube	FG16	Sterilized PKD Single Piece Pack	35cm Long x 9mm, 2 side holes (open end), made of natural soft rubber and in Red Color	36	10
52	S070 042	Flatus Tube	FG20	Sterilized PKD Single Piece Pack	35cm Long x 9mm, 2 side holes (open end), made of natural soft rubber and in Red Color	36	10
53	S070 043	Flatus Tube	FG22	Sterilized PKD Single Piece Pack	35cm Long x 9mm, 2 side holes (open end), made of natural soft rubber and in Red Color	36	10
54	S070 001	Foley's Catheter (Without Urobag)	No-12	Sterilized PKD Single Piece Pack	Should be made from natural rubber latex bonded with silicone elastomer should have smooth surface and symmetrical large capacity balloon colour coded	36	10
55	S070 002	Foley's Catheter (Without Urobag)	No-14	Sterilized PKD Single Piece Pack	Should be made from natural rubber latex bonded with silicone elastomer should have smooth surface and symmetrical large capacity balloon colour coded	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
56	S070 003	Foley's Catheter (Without Urobag)	No-16	Sterilized PKD Single Piece Pack	Should be made from natural rubber latex bonded with silicone elastomer should have smooth surface and symmetrical large capacity balloon colour coded	36	10
57	S070 004	Foley's Catheter (Without Urobag)	No-18	Sterilized PKD Single Piece Pack	Should be made from natural rubber latex bonded with silicone elastomer should have smooth surface and symmetrical large capacity balloon colour coded	36	10
58	S070 005	Foley's Catheter (Without Urobag)	No-20	Sterilized PKD Single Piece Pack	Should be made from natural rubber latex bonded with silicone elastomer should have smooth surface and symmetrical large capacity balloon colour coded	36	10
59	S040 026	Hernia Mesh	3"X 5"	Sterilized PKD Single Piece Pack	Box of 10	36	10
60	S040 027	Hernia Mesh	4"X 6"	Sterilized PKD Single Piece Pack	Box of 10	36	10
61	S040 028	Hernia Mesh	6"X 6"	Sterilized PKD Single Piece Pack	Box of 10	36	10
62	S010 023	Hydrofibre silver(1%ionic) Dressing with carboxy methyl cellulose	single sterile pack	5cmx5cm	Box of 5	36	10
63	S010 024	Hydrofibre silver(1%ionic) Dressing with carboxy methyl cellulose	single sterile pack	10cmx10c m	Box of 5	36	10
64	S010 025	Hydrofibre silver(1%ionic) Dressing with carboxy methyl cellulose	single sterile pack	15cmx15c m	Box of 5	36	10
65	S050 001	I.V. Infusion Set Adult		Sterilized Single Piece Pack, 50 PCS PACK	Manufactured from non-toxic and transparent P.V.C. Sharp piercing spike for easy insertion in I.V. container. Moulded drip chamber ensures fall of drops in the centre. Specially designed cylindrical collapsible drip chamber to visualize the flow rate. Disc type fluid filter at the bottom of chamber filters any particulate matter in the I.V. fluid. 150 cm long super smooth kink resistant tubing with efficient roller controller for accurate, unrestricted flow. Superior quality latex bulb for additional medication. Sterile, individually packed.	36	10
66	S050 044	Infant Feeding Tube	FG 5	Sterilized PKD Single Piece Pack, 10 pcs in abox	Made from DEHP Free, non-toxic PVC material completely non-irritant to delicate mucosa. The tube features low friction, super smooth frozen surface ensuring non-traumatic intubation. The tube is marked at every cm starting from tip at 5cm to 40cm to enable accurate placement. Distal end of the tube is coned for smooth intubation and equipped with two lateral eyes for efficient drainage and administration. Proximal end is provided with female luer mount for easy connection to feeding funnel or syringe. Radio- opaque line facilitates accurate tube placement. Color coded for immediate size identification. Sterile, straight packed in peelable soft blister	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
					pack.		
67	S050 045	Infant Feeding Tube	FG 6	Sterilized PKD Single Piece Pack, 10 pcs in abox	Made from DEHP Free, non-toxic PVC material completely non-irritant to delicate mucosa. The tube features low friction, super smooth frozen surface ensuring non-traumatic intubation. The tube is marked at every cm starting from tip at 5cm to 40cm to enable accurate placement. Distal end of the tube is coned for smooth intubation and equipped with two lateral eyes for efficient drainage and administration. Proximal end is provided with female luer mount for easy connection to feeding funnel or syringe. Radio- opaque line facilitates accurate tube placement. Color coded for immediate size identification. Sterile, straight packed in peelable soft blister pack.	36	10
68	S040 012	INTRA OCULAR LENS POSTERIOR CHAMBER	18 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
69	S040 013	INTRA OCULAR LENS POSTERIOR CHAMBER	18.5 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
70	S040 014	INTRA OCULAR LENS POSTERIOR CHAMBER	19 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
71	S040 015	INTRA OCULAR LENS POSTERIOR CHAMBER	19.5 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
72	S040 016	INTRA OCULAR LENS POSTERIOR CHAMBER	20 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
73	S040 017	INTRA OCULAR LENS POSTERIOR CHAMBER	20.5 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
74	S040 018	INTRA OCULAR LENS POSTERIOR CHAMBER	21 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
75	S040 019	INTRA OCULAR LENS POSTERIOR CHAMBER	21.5 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
76	S040 020	INTRA OCULAR	22 MM DIAMETE	Sterilized PKD Piece	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D	48	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
		LENS POSTERIOR CHAMBER	R /6.5 mm OPTICS	Pack	WITH 0.5D INCREMENT		
77	S040 021	INTRA OCULAR LENS POSTERIOR CHAMBER	22.5 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
78	S040 022	INTRA OCULAR LENS POSTERIOR CHAMBER	23 MM DIAMETE R /6.5 mm OPTICS	Sterilized PKD Piece Pack	POLYHYDROXYETHYLMETHACRYLATEWITH MODIFIED C LOOP POWER 15 D TO 28 D WITH 0.5D INCREMENT	48	10
79	S070 020	Intra Venous Cannula Fixation Tape		Single pack, box of 100	Fixes the cannula, prevents plain Used For Fixation IV cannula / Catheter Prevents infusion related phlebitis Breathable pores on bandage for better skin health.	36	10
80	S070 011	Intra Venous Cannula with Integrated three way stop cock	FG18	Single Blister Packing Sterilized, box of 50	45mm, I.V cannula with integrated 3-way stop cock facilitates simultaneous infusion of fluids or additional medication. 3-way stop cock handle ensures smooth movement and facilitates easy line selection. Facilitates multiple lines through single IV access. Rigid and sturdy design with flexible wings for convenient maneuvering. Three radio-opaque stripes on cannula for X- Ray visualisation. Color coded tap to identify the desired direction of flow. Sterile, individually packed in peel open blister pack with Tyvek Lid.	36	10
81	S070 012	Intra Venous Cannula with Integrated three way stop cock	FG20	Single Blister Packing Sterilized, box of 50	32mm, I.V cannula with integrated 3-way stop cock facilitates simultaneous infusion of fluids or additional medication. 3-way stop cock handle ensures smooth movement and facilitates easy line selection. Facilitates multiple lines through single IV access. Rigid and sturdy design with flexible wings for convenient maneuvering. Three radio-opaque stripes on cannula for X- Ray visualisation. Color coded tap to identify the desired direction of flow. Sterile, individually packed in peel open blister pack with Tyvek Lid.	36	10
82	S070 013	Intra Venous Cannula with Integrated three way stop cock	FG22	Single Blister Packing Sterilized, box of 50	25mm, I.V cannula with integrated 3-way stop cock facilitates simultaneous infusion of fluids or additional medication. 3-way stop cock handle ensures smooth movement and facilitates easy line selection. Facilitates multiple lines through single IV access. Rigid and sturdy design with flexible wings for convenient maneuvering. Three radio-opaque stripes on cannula for X- Ray visualisation. Color coded tap to identify the desired direction of flow. Sterile, individually packed in peel open blister pack with Tyvek Lid.	36	10
83	S070 014	Intra Venous Cannula with Integrated three way stop cock	FG24	Single Blister Packing Sterilized, box of 50	19mm, I.V cannula with integrated 3-way stop cock facilitates simultaneous infusion of fluids or additional medication. 3-way stop cock handle ensures smooth movement and facilitates easy line selection. Facilitates multiple lines through single IV access. Rigid and sturdy design with flexible wings for convenient maneuvering. Three radio-opaque stripes on cannula for X- Ray visualisation. Color coded tap to identify the desired direction of flow. Sterile, individually packed in peel open blister pack with Tyvek Lid.	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
84	S070 015	Intra Venous Cannula With Safety Guard	FG18	Single Blister Packing Sterilized, box of 50	45mm, I.V Cannula with wing, injection port and luer lock. Manufactured from fully automated CAD/ CAM process. Super sharp Japanese triple facetted beveled needle is designed with two cutting edges for smooth penetration. Kink resistant FEP-Teflon cannula has extremely smooth inner and outer surface to ensure smooth flow. Double tapered molded cannula tip. Transparent flashback chamber for blood detection. Sterile, individually packed in peel open blister pack.	36	10
85	S070 016	Intra Venous Cannula WithFG20Single Blister32mm, I.V Cannula with wing, injection port and luer lock. Manufactured from fully automated CAD/ CAM process. Super sharp Japanese triple facetted beveled needle is designed with two cutting edges for smooth penetration. Kink resistant FEP-Teflon cannula has extremely smooth inner and outer surface to ensure smooth flow. Double tapered molded cannula tip. Transparent flashback chamber for blood detection. Sterile, individually packed in peel open blister pack.		36	10		
86	S070 017	Intra Venous Cannula With Safety Guard	FG22	Single Blister Packing Sterilized, box of 50	25mm, I.V Cannula with wing, injection port and luer lock. Manufactured from fully automated CAD/ CAM process. Super sharp Japanese triple facetted beveled needle is designed with two cutting edges for smooth penetration. Kink resistant FEP-Teflon cannula has extremely smooth inner and outer surface to ensure smooth flow. Double tapered molded cannula tip. Transparent flashback chamber for blood detection. Sterile, individually packed in peel open blister pack.	36	10
87	S070 018	Intra Venous Cannula With Safety Guard	FG24	Single Blister Packing Sterilized, box of 50	19mm, I.V Cannula with wing, injection port and luer lock. Manufactured from fully automated CAD/ CAM process. Super sharp Japanese triple facetted beveled needle is designed with two cutting edges for smooth penetration. Kink resistant FEP-Teflon cannula has extremely smooth inner and outer surface to ensure smooth flow. Double tapered molded cannula tip. Transparent flashback chamber for blood detection. Sterile, individually packed in peel open blister pack.	36	10
88	S070 019	Intra Venous Cannula With Safety Guard	FG26	Single Blister Packing Sterilized by ethylene oxide gas:	19mm, I.V cannula with integrated 3-way stop cock facilitates simultaneous infusion of fluids or additional medication. 3-way stop cock handle ensures smooth movement and facilitates easy line selection. Facilitates multiple lines through single IV access	36	10
89	S070 024	K90 Urinary Catheter	14	Sterilized PKD Single Piece Pack	Urethral Catheter 90 (FG-14), made up of medical grade PVC	36	10
90	S070 025	K91 Urinary Catheter	10	Sterilized PKD Single Piece Pack	Urethral Catheter 91 (FG-10), made up of medical grade PVC	36	10
91	S040 025	Keratotome 2.8mm for Eye Surgery		10 pcs	Sterilized Pack according to Specification of Government of India.	36	10

S. No	Code s	Name of Item	th         Second S			Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
92	S050 002	Micro Drip Set		Single	therapy. Manufactured from non-toxic, clear and transparent P.V.C. material. Sharp piercing spike for easy insertion in fluid container along with built-in preventive bacterial air vent. Infusion set has a cylindrical collapsible drip chamber for proper visualization of the drop rate. Provided with disc type fluid filter to filter any particulate matter in the I.V fluid. Long super smooth kink resistant tubing with efficient roller controller for accurate and unrestricted flow. "Y" type injection port made up of silicone provided for extra medication. Luer lock connector for secure fitment to all standard devices. Sterile and		10
93	S050 014	Microtainer for blood Sample Collection New Born	400-600	Package Single/10p	Availability should be in clot activator/EDTA/Lithium heparin (Should have different colour codes and should be made of	36	10
94	S020 011	Nylon Suture	0	PKD Single Piece Pack in Sterile Foll Over	Length 100 CM with Curve Cutting Needle	36	10
95	S020 012	Nylon Suture	2/0	PKD Single Piece Pack in Sterile Foll Over	Length 100 CM with Curve Cutting Needle	36	10
96	S020 013	Nylon Suture	3/0	PKD Single Piece Pack in Sterile Foll Over	Length 100 CM with Round Body Curve Needle	36	10
97	S020 014	Nylon Suture	4/0	PKD Single Piece Pack in Sterile Foll Over	Length 100 CM with Round Body Curve Needle	36	10
98	S020 015	Nylon Suture	6/0	PKD Single Piece Pack in Sterile Foll Over	Length 100 CM with Round Body Curve Needle	36	10
99	S020 016	Nylon Suture	8/0	Sterilized	Length 100 CM with Round Body Curve Needle	36	10
100	S020 017	S020 Nylon Suture 10/0 Sterilized Length 100 CM with Round Body Curve Needle					

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
	_			Wrap Pack			
101	S050 018	Oxygen Mask (Adult)		Single Piece Pack, 10 pcs in a box	Designed for convenient oxygen therapy to the patients during surgery or critical care. Moulded face mask manufactured from non-toxic and non-irritant medical grade PVC material. Soft mask designed in such a way that it fits comfortably over patient's face. Provided with adjustable elastic strap for proper positioning of mask on the nasal area. 2 mtr. multichannel, kink-resistant tube is provided to ensure continuous flow of oxygen. Swivel connector for easy attachment to oxygen tube. Proximal end fitted with soft funnel shape connector for easy connection to oxygen source. Individually packed in poly bag.	36	10
102	S050 019	Oxygen Mask (Paediatric)		Single Piece Pack, 10 pcs in a box	Designed for convenient oxygen therapy to the patients during surgery or critical care. Moulded face mask manufactured from non-toxic and non-irritant medical grade PVC material. Soft mask designed in such a way that it fits comfortably over patient's face. Provided with adjustable elastic strap for proper positioning of mask on the nasal area. 2 mtr. multichannel, kink-resistant tube is provided to ensure continuous flow of oxygen. Swivel connector for easy attachment to oxygen tube. Proximal end fitted with soft funnel shape connector for easy connection to oxygen source. Individually packed in poly bag.	36	10
103	S050 003	Peadiatric Drip Set		Sterilized Single Piece Pack, 10 PACK in a box	Specialized measured volume set made up of DEHP free material. Equipped with a micro drip with reduced drop size of 60 drops per ml. Provided with a burette type chamber of 100 ml capacity with 10 ml overflow limit. Burette chamber is made of bio-compatible medical grade transparent styrene polymer, suitable for infusing all types of fluids. Patent design hanger facilitates hanging on the I.V. stand. Unique floating auto shut off valve acts as a floating indicator and automatically shuts off the drain path to prevent the passage of air in the line. No-kink device prevents kinking of tube during transportation and transfers. Separate plugs for extra medication and change over. Sterile, individually packed.	60	10
104	S020 018	Plain Silk Suture	2/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 76 CM 1/2 Circle Round Body Curve Needle	36	10
105	S020 019	Wrap Pack       Plain Silk     2/0     Sterilized     Length 152 CM 1/2 Circle Round Body Curve       Suture     PKD Single     Needle       Piece Pack     in Sterile     Foll Over       Wrap Pack     Wrap Pack			36	10	
106	S070 034	Ryles Tube	10	Sterilized PKD Single Piece Pack	Made of Soft, frosted and kink resistant PVC tubing. Tube with radio-opaque line, marked at 50, 60 and 70 cms from the tip for accurate placement. length 105, Four lateral eyes for aspiration and administration. Manufactured	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
					from Non-toxic, Non-irritant medical grade PVC. Smooth, low friction surface facilitates easy introduction Disposable, Sterile, single use.		
107	S070 035	Ryles Tube	12	Sterilized PKD Single Piece Pack	Made of Soft, frosted and kink resistant PVC tubing. Tube with radio-opaque line, marked at 50, 60 and 70 cms from the tip for accurate placement. length 105, Four lateral eyes for aspiration and administration. Manufactured from Non-toxic, Non-irritant medical grade PVC. Smooth, low friction surface facilitates easy introduction Disposable, Sterile, single use.	36	10
108	S070 036	DRyles Tube14Sterilized PKD Single Piece PackMade of Soft, frosted and kink resistant PVC tubing. Tube with radio-opaque line, marked at 50, 60 and 70 cms from the tip for accurate placement. length 105, Four lateral eyes for aspiration and administration. Manufactured from Non-toxic, Non-irritant medical grade PVC. Smooth, low friction surface facilitates easy introduction Disposable, Sterile, single use.		36	10		
109	S070 037	Ryles Tube	16	Sterilized PKD Single Piece Pack	Made of Soft, frosted and kink resistant PVC tubing. Tube with radio-opaque line, marked at 50, 60 and 70 cms from the tip for accurate placement. length 105, Four lateral eyes for aspiration and administration. Manufactured from Non-toxic, Non-irritant medical grade PVC. Smooth, low friction surface facilitates easy introduction Disposable, Sterile, single use.	36	10
110	S070 038	Ryles Tube	18	Sterilized PKD Single Piece Pack	Made of Soft, frosted and kink resistant PVC tubing. Tube with radio-opaque line, marked at 50, 60 and 70 cms from the tip for accurate placement. length 105, Four lateral eyes for aspiration and administration. Manufactured from Non-toxic, Non-irritant medical grade PVC. Smooth, low friction surface facilitates easy introduction Disposable, Sterile, single use.	36	10
111	S070 008	Scalp Vein Set		Single Blister Packing Sterilized, box of 50	Coforming to following specification: 1. The set should be made of special medical grade non toxc P.V.C. flexible transparent material with a separate airvent 2. It should be sterilized in a polythene pack of 300 gauge thickness by gamma, E.T.O. irradiation to a minimum dose of 2.5 mrad or 2.5kg gray 3. The pack should be sealed at the both end one cm away from each end. The sealing thickness should be 2.5 to 3 mm 4. The length of tube should be 30 cm 5. The adopter (mouth) should be made of flexible P.V.C. and leak proof at the joint of the tubing & transparent & flexible 6. The quality of tubing should be flexible non toxc medical grade. The I.V. needle of scalp-vein should be sharp bevel, It should be mounded in a fashion to provide easy holding while vein punctrure, all the joints in the set should be leak proof. 7. The needle should be provided with a flexible cap to protect the bevel of needles. 8. The adopter should be provided with well fitting closing device.	48	10
112	S070 009	Scalp Vein Set	FG 22 Size	Single Blister Packing Sterilized, box of 50	Coforming to following specification: 1. The set should be made of special medical grade non toxc P.V.C. flexible transparent material with a separate airvent 2. It should be sterilized in a polythene pack of 300 gauge thickness by gamma, E.T.O. irradiation to a minimum dose of 2.5 mrad or 2.5kg gray 3. The pack should be	48	10

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S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
					sealed at the both end one cm away from each end. The sealing thickness should be 2.5 to 3 mm 4. The length of tube should be 30 cm 5. The adopter (mouth) should be made of flexible P.V.C. and leak proof at the joint of the tubing & transparent & flexible 6. The quality of tubing should be flexible non toxc medical grade. The I.V. needle of scalp-vein should be sharp bevel, It should be mounded in a fashion to provide easy holding while vein punctrure, all the joints in the set should be leak proof. 7. The needle should be provided with a flexible cap to protect the bevel of needles. 8. The adopter should be provided with well fitting closing device.		
113	S070 010	Scalp Vein Set	FG 24 Size	Single Blister Packing Sterilized, box of 50	Coforming to following specification: 1. The set should be made of special medical grade non toxc P.V.C. flexible transparent material with a separate airvent 2. It should be sterilized in a polythene pack of 300 gauge thickness by gamma, E.T.O. irradiation to a minimum dose of 2.5 mrad or 2.5kg gray 3. The pack should be sealed at the both end one cm away from each end. The sealing thickness should be 2.5 to 3 mm 4. The length of tube should be 30 cm 5. The adopter (mouth) should be made of flexible P.V.C. and leak proof at the joint of the tubing & transparent & flexible 6. The quality of tubing should be flexible non toxc medical grade. The I.V. needle of scalp-vein should be sharp bevel, It should be mounded in a fashion to provide easy holding while vein punctrure, all the joints in the set should be leak proof. 7. The needle should be provided with a flexible cap to protect the bevel of needles. 8. The adopter should be provided with well fitting closing device.	48	10
114	S010 001	Semi Permeable Transparent Polyurethane water proof post-operative dressing with a non adherent absobent pad and picture frame delivery system	5cm X 7cm	Sterilized PKD Single Piece Pack	Box of 100	36	10
115	S010 002	Semi Permeable Transparent Polyurethane water proof post-operative dressing with a non adherent absobent pad and picture frame delivery system	6.5 X 5cm	Sterilized PKD Single Piece Pack	Box of 50	36	10
116	S010 003	Semi Permeable Transparent Polyurethane	9cm X 10cm	Sterilized PKD Single Piece Pack	Box of 20	36	10
				Pa	age <b>54</b> of <b>86</b>		

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
		water proof post-operative dressing with a non adherent absobent pad and picture frame delivery system					
117	S010 004	Semi Permeable Transparent Polyurethane water proof post-operative dressing with a non adherent absobent pad and picture frame delivery system	9cm X 20cm	Sterilized PKD Single Piece Pack	Box of 10	36	10
118	S010 005	Semi Permeable Transparent Polyurethane water proof post-operative dressing with a non adherent absobent pad and picture frame delivery system	9cm X 25cm	Sterilized PKD Single Piece Pack	Box of 10	36	10
119	S010 006	Semi Permeable Transparent Polyurethane water proof post-operative dressing with a non adherent absobent pad and picture frame delivery system	25cm X 10cm	Sterilized PKD Single Piece Pack	Box of 10	36	10
120	S070 006	Silicon Foley's Catheter (Without Urobag)	No-14	Sterilized PKD Single Piece Pack	Should be made of 100% inert silicon material with large capacity balloon and nonstick surface colour coded.	36	10
121	S070 007	Silicon Foley's Catheter (Without Urobag)	No-16	Sterilized PKD Single Piece Pack	Should be made of 100% inert silicon material with large capacity balloon and nonstick surface colour coded.	36	10
122	S050 039	Spinal Needle	22	Sterilized PKD Single Piece Pack	Clear / transparent hub • Sharp tip which should ensure minimal puncture trauma	36	10
123	S050 040	Spinal Needle	23	Sterilized PKD Single Piece Pack	Clear / transparent hub • Sharp tip which should ensure minimal puncture trauma	36	10
124	S050 041	Spinal Needle	24	Sterilized PKD Single Piece Pack	Clear / transparent hub • Sharp tip which should ensure minimal puncture trauma	36	10
125	S050	Spinal Needle	25	Sterilized	Clear / transparent hub • Sharp tip which should	36	10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
	042			PKD Single Piece Pack	ensure minimal puncture trauma		
126	S050 043	Spinal Needle	26	Sterilized PKD Single Piece Pack	Clear / transparent hub • Sharp tip which should ensure minimal puncture trauma	36	10
127	S050 010	Sterile Hypodermic Needle	16	Sterilized PKD 100 Piece Pack	Box of 100 needles individually blister strip packed in medical grade paper	36	10
128	S050 011	Sterile Hypodermic Needle	22	Sterilized PKD 100 Piece Pack	Box of 100 needles individually blister strip packed in medical grade paper	36	10
129	S050 012	Sterile Hypodermic Needle	24	Piece PackSterilizedPKD 100PkD 100Piece Pack		36	10
130	S050 013	Sterile Hypodermic Needle	26	Sterilized PKD 100 Piece Pack	Box of 100 needles individually blister strip packed in medical grade paper	36	10
131	S070 026	Sterilized Disposable D J Stent	5F	Sterilized PKD Single Piece Pack	Sterile, Both Ends Open, size 5F, length 20 cm • Radio opaque • Should be of inert material, non- irritant to tissue	36	10
132	S070 027	Sterilized Disposable D J Stent	4F	Sterilized PKD Single Piece Pack	Sterile, Both Ends Open - size 4F, length 16 cm • Radio opaque • Should be of inert material, non- irritant to tissue	36	10
133	S040 001	Sterilized Disposable T Tube for Gall Bladder Surgery	14	Sterilized PKD Single Piece Pack	Medical Grade PVC made siliconised "T" tube for Common Bile Duct drainage. Super smooth siliconized low friction surface prevents clogging. Radio opaque line provided throughout its length for X-ray visualization. Sterile, individually packed in peelable pouch pack.	36	10
134	S040 002	Sterilized Disposable T Tube for Gall Bladder Surgery	16	Sterilized PKD Single Piece Pack	Medical Grade PVC made siliconised "T" tube for Common Bile Duct drainage. Super smooth siliconized low friction surface prevents clogging. Radio opaque line provided throughout its length for X-ray visualization.Sterile, individually packed in peelable pouch pack.	36	10
135	S010 009	Stokinnites for Plaster Lower Limb (Adult)		10 pcs in a box	Soft fabric to protect patient skin under plaster Also used to provide consistent pressure to wound dressings	60	10
136	S010 007	Stokinnites for Plaster Lower Limb (Paediatric)		10 pcs in a box	Soft fabric to protect patient skin under plaster Also used to provide consistent pressure to wound dressings	60	10
137	S010 010	Stokinnites for Plaster Upper Limb (Adult)		10 pcs in a box	Soft fabric to protect patient skin under plaster Also used to provide consistent pressure to wound dressings	60	10
138	S010 008	Stokinnites for Plaster Upper Limb (Paediatric)		10 pcs in a box	Soft fabric to protect patient skin under plaster Also used to provide consistent pressure to wound dressings	60	10
139	S040 004	Surgical Blade SS/CS	No-11	Sterilized PKD Single Piece Pack box of 25	• Single peel pack in metal foil • The tip of the blade shall be well defined, central and sharp. There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge. The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion. • Should conform to IS 3319	60	10
140	S040       Surgical Blade       No-12       Sterilized       • Single peel pack in metal foil • The tip of the blade shall be well defined, central and sharp.         005       SS/CS       Picce Pack box of 25       • There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge. The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion. •						10

S. No	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
[					Should conform to IS 3319		
141	S040 006	Surgical Blade SS/CS	No-15	Sterilized PKD Single Piece Pack box of 25	• Single peel pack in metal foil • The tip of the blade shall be well defined, central and sharp. There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge. The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion. • Should conform to IS 3319	60	10
142	S040 007	Surgical Blade SS/CS	No-21	Sterilized PKD Single Piece Pack box of 25	• Single peel pack in metal foil • The tip of the blade shall be well defined, central and sharp. There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge. The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion. • Should conform to IS 3319	60	10
143	S040 008	Surgical Blade SS/CS	No-22	Sterilized PKD Single Piece Pack box of 25	• Single peel pack in metal foil • The tip of the blade shall be well defined, central and sharp. There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge. The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion. • Should conform to IS 3319	60	10
144	S040 009	Surgical Blade SS/CS	No-23	Sterilized PKD Single Piece Pack box of 25	• Single peel pack in metal foil • The tip of the blade shall be well defined, central and sharp. There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge. The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion. • Should conform to IS 3319	60	10
145	S020 009	Suture Chromic Catgut	2/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 100 CM 1/2 Round and Cutting	36	10
146	S020 010	Suture Chromic Catgut	2/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 100 CM 1/2 Circle Round Body Needle	36	10
147	S020 001	Suture Monofilament polypropylene Suture Prolene	0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 90 CM 1/2 Circle Round Body Needle	36	10
148	S020 002	Suture Monofilament polypropylene Suture Prolene	1/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 90 CM 1/2 Circle Round Body Needle	36	10
149	S020 003	Suture Monofilament polypropylene Suture Prolene	2/0	Sterilized PKD Single Piece Pack in Sterile Foll Over	Length 90 CM 1/2 Circle Round Body Needle	36	10
				Wrap Pack			

S.         Code           No         Code           151         S020           152         S020           153         S020           154         S020           155         S010	Code s	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)	
		910 (Vicryl) Synthetic Absorable Suture		Piece Pack in Sterile Foll Over Wrap Pack				
151		Suture polygalactin 910 (Vicryl) Synthetic Absorable Suture	1/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 100 CM 1/2 Circle Round Body Needle	36	10	
152		Suture polygalactin 910 (Vicryl) Synthetic Absorable Suture	2/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 100 CM 1/2 Circle Round Body Needle	36	10	
153	007	Suture polygalactin 910 (Vicryl) Synthetic Absorable Suture	3/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 100 CM 1/2 Circle Round Body Needle	36	10	
154		Suture polygalactin 910 (Vicryl) Synthetic Absorable Suture	6/0	Sterilized PKD Single Piece Pack in Sterile Foll Over Wrap Pack	Length 100 CM 1/2 Circle Round Body Needle	36	10	
155		Transparent wound Film Adhesive Dressing with Water Proof & Breathable Film Providing Bacterial and Viral Barrier Post Operatively	6 cm	Sterilized PKD Piece Pack	Water Proof & Breathable Film Providing Bacterial and Viral Barrier Post Operatively should be hypoallergenic and with latex-free adhesive	36	10	
156	S010 027	Transparent wound Film Adhesive Dressing with Water Proof & Breathable Film Providing Bacterial and Viral Barrier Post Operatively	10 cm	Sterilized PKD Piece Pack	Water Proof & Breathable Film Providing Bacterial and Viral Barrier Post Operatively should be hypoallergenic and with latex-free adhesive	36	10	
157	S010 028	5		36	10			

S. No	NosName of58S010Transpa029wound FAdhesivDressingWater PBreathaFilm ProBacteriaViral BaPostOperativ59S070Urine039Collection	Name of Item	No/Streng th	Packing	Specification	Shelf Life (In Month s)	Minimum average annual turnover required (In crore)
158		Transparent wound Film Adhesive Dressing with Water Proof & Breathable Film Providing Bacterial and Viral Barrier Post Operatively	20 cm	Sterilized PKD Piece Pack	Water Proof & Breathable Film Providing Bacterial and Viral Barrier Post Operatively should be hypoallergenic and with latex-free adhesive	36	10
159			2Ltr Capacity	PKD Single Piece Pack, 10 pcs in a box	Transparent sheet • Kink resistant flexible tubing not less than 90 cm in length • should have non- return valve • Top drainage outlet • Graduated bag • Moulded handle for easy handling	36	10
160	S050 015	Ventilation Mask For Aneasthesia	Size 2	Sterilized PKD Single Piece Pack	Should be light weight silicon based full face & nasal mask with face &forehead soft cushion pads for adults in Medium size. • Should be with ergonomically designed clips/straps for easy disengagement of the head gear. • Should be Single Use for BiPAP with vent • Non allergic, leak proof, contour should be maintained	36	10
161	S050 016	Ventilation Mask For Aneasthesia	Size 3	Sterilized PKD Single Piece Pack	Should be light weight silicon based full face & nasal mask with face &forehead soft cushion pads for adults in Medium size. • Should be with ergonomically designed clips/straps for easy disengagement of the head gear. • Should be Single Use for BiPAP with vent • Non allergic, leak proof, contour should be maintained	36	10
162	S050 017	Ventilation Mask For Aneasthesia	Size 4	Sterilized PKD Single Piece Pack	Should be light weight silicon based full face & nasal mask with face &forehead soft cushion pads for adults in Medium size. • Should be with ergonomically designed clips/straps for easy disengagement of the head gear. • Should be Single Use for BiPAP with vent • Non allergic, leak proof, contour should be maintained	36	10
163	S040 003	Ventilator Circuit Tube	2mtr, 22mm	Sterilized PKD Single Piece Pack	Corrugated, flexible and lightweight tubing made of high quality plastic. Transparent for easy monitoring of water build-up or blockages. Circuits provides a better airflow and are cost effective. Standard connectors for secure fitment with high performance. Sterile, latex free and individually packed. 22 mm cap with 22 mm corrugated tube.	48	10

### Note: -

- 1. Since the tender is a "Rate Contract Tender" so, the quantities mentioned in Schedule of Requirement are purely indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements.
- Purchase orders shall be issued as per UPMSCL's internal protocol with multiple consignees however, purchase order for minimum 15% of tendered quantity will be issued by UPMSCL. UPMSCL reserves the right to place order for additional 50% of tendered quantity at sole discretions of UPMSCL.

3. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at 18 Division/75 district level) & the same shall be mentioned in the purchase order.

## ANNEXURE - C

### **PREPARATION & SUBMISSION OF e-BIDS**

### Documents Constituting the e-Bid

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

### Format and Signing of e-Bids

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

### Submission of e-Bids

- The e-Bid Submission module of e-tender portal <u>http://etender.up.nic.in</u> enables the Bidders to submit the e-Bid online against the e-tender published by the UPMSCL. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.
- The Bidders have to follow the following instructions for submission of their e-Bids:
- For participating in e-tender through the e-Biding system, it is necessary for the Bidders to be the registered users of the e-tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>. The Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Biding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first logon to the e-Biding system using the User Login option on the home

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

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

#### Deadline for Submission of e-Bids

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

### Late-Bids

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

#### Withdrawal and Resubmission of e-Bids

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

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

### Receipt and Opening of e-Bids by the Purchaser

- Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.
- Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened through e-tender portal.
- O After evaluation of technical e-Bids, UPMSCL shall upload the summary of evaluation of technical bid of the bidders as per the Qualification Requirements for selection as qualified bidder and further qualified bidder will be considered for opening of their financial e-bids.
- Scrutiny of technical documents may be conducted in the presence of Tenderers/Authorized representatives who choose to attend on the specified date and time."

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

## **FORMATS**

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

## <u>Format – I</u>

### INFORMATION ABOUT BIDDER

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

(Note: All the correspondences related to this tender shall only be made on this e-mail)

## <u>Format – II</u>

#### PARTICULARS OF TENDER FEE DEPOSITED

(To be submitted along with technical bid)

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

SI	IGN.	ATU	RE (	OF	ГНЕ	AUT	HO	RIZI	ED I	REP	RES	SEN	TA	TIVE

NAME\_

DESIGNATION\_\_\_\_\_

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

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

## <u>Format – III</u>

#### PARTICULARS OF EMD DEPOSITED

(To be submitted along with technical bid)

- i. Reference No. of Bid:
- ii. Particulars of EMD submitted:-
- iii. RTGS/e- Transfer Reference No.
- iv. Date on which transfer made\_\_\_\_\_
- v. Transferred Amount Rs. -----only (Rupees.....only).

vi. Name and address of Bank through which transfer made------

- vii. Name and address of the bidder:
- viii. PAN No:
- ix. (Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)
- x. GST No:

xi. (Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

#### SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME\_\_\_

DESIGNATION\_\_\_\_\_

NAME OF THEFIRM/BIDDER\_\_\_\_\_

STAMP OF THEFIRM/BIDDER \_\_\_\_\_

## Format – IV

## Details of Manufacturing Unit where quoted items are to be manufactured

SI.	Address of the	License	Own	Validity of	Regulatory		of Tech	
no.	manufacturing	number	premises/Loan	QMS	approvals of	person engaged		•
	unit	and	license	certificate	the	QA	QC	Prod
		validity			Premises			
					with			
					validity			

## SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME

DESIGNATION\_\_\_\_\_

NAME OF THEFIRM/BIDDER\_\_\_\_\_

STAMP OF THEFIRM/BIDDER\_\_\_\_\_

## <u>Format – V</u>

## List of item for which bid is quoted

SI.	Item	Item	GST-	License	Validity	First	Reference	Standard	Shelf	Deviation if
No.	Code	name	H <mark>SN</mark>	number	of	Date of	page no.	Batch	life of	any from
			CODE		License	approval	of	size	produ	the
						of	document		ct <mark>as</mark>	specification
						product	submitted		per	mentioned
									<mark>Anne</mark>	in tender*
									xure-	
									<mark>A</mark> , <mark>B</mark>	

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

## SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

NAME

DESIGNATION\_\_\_\_\_

NAME OF THEFIRM/BIDDER\_\_\_\_\_

STAMP OF THEFIRM/BIDDER\_\_\_\_\_

## Format – VI

### AVERAGE ANNUAL TURNOVER CERTIFICATE

To,

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

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

Turnover in the year of 2023-24RS.Turnover in the year of 2022-23RS.Turnover in the year of 2021-22RS.

The above information is correct and true.

Office seal:

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

### CETRIFIED 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 financial years as mentioned above (Self attested & Certified by CA shall also be enclosed as proof of the claim).

UDIN (Unique Document Identification number) should be mandatory endorsed on ATC and supporting financial statement in support thereof.

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## FORMAT – VII

'Notarized on Rs. 100/- Non Judicial e-stamp paper'	
DECLARATION	
	[

PHOTO

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

- That my Firm/Company/Corporation/LLP and it's Proprietor or any of its Directors/Partners/Authorised signatories has not been convicted under the provisions of Drugs and Cosmetics Act and Rules, MDR, 2017 there under, Drug (Prices Control) Order or any other law related to consumables/surgical/sutures by any Court of India. I shall inform the UPMSCL immediately, if there is any conviction from aforesaid any authority.
- That my Firm/Company/Corporation/LLP is not under blacklisting/ debarring by any Tender Inviting Authority, UPMSCL for any reason or by Central Govt./any State Govt. or organizations/agencies there under on grounds of Quality/Regulatory non-compliance issues.
- In case of exemption of my Firm/Company/Corporation/LLP from payment of Earnest Money Deposit by a Govt. order, I undertake to pay the said sum without any demur on receipt of demand issued by the Tender Inviting Authority.
- 4. That, the rates quoted are not higher than the rates quoted to other Government/Semi-Government/Autonomous/Public Sector Hospitals/ Institutions/ Organizations situated in India in the same financial year and also not higher than the prices notified by National Pharmaceutical Pricing Authority under Drug (price control) order. In case my firm/company/Corporation/LLP decides to sell the same items at lower prices, to Central Govt. or any State Government or their organizations/agencies, the same will be intimated to UPMSCL immediately and the contract shall be revised accordingly.
- 5. That the information given by me in this tender form is true and correct to the best of my knowledge and belief and I am aware of the 'Tender Inviting Authority's' right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklist my Firm/Company/Corporation/LLP, if any information furnished is proved false.
- 6. That I have read the terms and conditions of the tender and I and my firm/Company/Corporation/LLP agree to abide by these terms and conditions and other guidelines issued in this regard.

DATE:

Signature: Name: Designation: SEAL:

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

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## <u>FORMAT – VIII</u>

### MANUFACTURING/IMPORT EXPERIENCE DETAIL OF QUOTED ITEMS

#### Name of the Bidder/ Supplier:

SI. No	Item code	Item Name with strength	No of batches& quantity manufactured in year 20	No of batches &quantity manufactured in the year 20	No of batches & quantity manufactured in the year 20
1					
Eg.	M-7	Surgical Gloves	3 batches (2.5 Crore tables)	4 batches (3 Crore tables)	10 batches (7 Crore tables)

## SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

NAME\_\_\_\_\_

CANo

NAME OF THE FIRM\_\_\_\_\_

STAMP OF THE FIRM \_\_\_\_\_
## <u>FORMAT – IX</u>

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

SI. No	Organization Name	No. of Item under Contract	Whether blacklisted/Debarred for any Item (Consumables/Surgical/Sutures). yes, Names of the item)
1			
2			
3			
4			
5			

### SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME

DESIGNATION\_\_\_\_\_

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

STAMP OF THE FIRM/BIDDER

### FORMAT – X

#### BANK DETAILS OF THE BIDDER

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

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

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

Date:	Company Seal	Signature
Place:		(Name of the person signing &designation)
CERTIFIED THAT THE PARTICULAR	S FURNISHED ABOVE	BY THE COMPANY ARE CORRECT AS
PER OUR RECORDS.		
Bank Seal with address.		Signature of the authorized
		official of the bank.

### FORMAT- XI Letter of Authorization 'Notarized on Rs. 100/- Non Judicial e-stamp'

#### POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We,(	(name of the firm/company/LLP and address
of the registered office) do hereby irrevocably constitute, nominate	, appoint and authorize Mr/Ms
(Name), son/daughter/wife of	and presently residing at,
who is presently employed with us/ the Lead Member of	our Consortium and holding the position of
,) as our true and lawful attorney (her	einafter referred to as the "Attorney") to do in
our name and on our behalf, all such acts, deeds and things a	s are necessary or required in connection with or
incidental hereto submission of our bid for procurement of const	sumables/surgical/sutures in Uttar Pradesh Medical
Supplies Corporation Limited (the "Authority") including but not l	imited to signing and submission of all applications,
bids and other documents and writings, participate in bidders	s' meetings and other conferences and providing
information/responses to the Authority, representing us in all matter	ers before the Authority, signing and execution of all
contracts including but not limited to the Agreements and under	rtakings consequent to acceptance of our bid, and
generally dealing with the Authority in all matters in connection	with or relating to or arising out of our bid for the
procurement of consumables/surgical/sutures. We hereby ratify and	d confirm all acts, deeds and things lawfully done or
caused to be done by our said Attorney pursuant to and in exercise	e of the powers conferred by this Power of Attorney
and that all acts, deeds and things done by our said Attorney in exe	rcise of the powers hereby conferred shall always be
deemed to have been done by us.	
IN WITNESS WHEREOF WE,, THE ABOVE 1	NAMED PRINCIPAL HAVE EXECUTEDTHIS
POWER OF ATTORNEY ON THIS DAYOF, 20.	
For	
(Signature)	
Witnesses:	
(Name, Title and complete Address)	Attested photo of authorized
1.	Person
2.	
[Notarised]	
Accepted	
(Signature)	
(Name, Title, all relevant Contact details and complete Address of	the Attorney)

Notes:

• The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

• Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

• For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

### <u>FORMAT – XII</u>

# SAMPLE BOQ AS VISIBLE IN e-TENDER PORTAL

S.NO.	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT	BASIC PRICE PER UNIT	CGST	SGST	IGST	TOTAL AMOUNT WITHOUT TAXES	TOTAL AMOUNT WITH TAXES	TOTAL AMOUNT IN WORDS

### FORMAT – XIII

### CHECK LIST

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

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

S. No.	Description of the document	Yes/No	Page no.	Rem arks
1	Description of the bidder: Should include the information asked in <b>Format – I</b>			
2	Copy of e-Transfer Receipt for deposit of tender processing fee along with <b>Format – II</b>			
3	Copy of e-Transfer Receipt for deposit of EMD along with <b>Format - III</b> / Copy of exemption certificate.			
4	List of manufacturing premises at which quoted items are to be manufactured (Format – IV)			
5	Copy of Valid QMS certificate of manufacturing premises issued by Licensing Authority.			
6	Non- Conviction certificate issued by licensing authority for non conviction (Issued within one year prior to publication of the tender) for all premises.			
7	List of items for which bid is quoted (As per Format – V)			
8	Copy of the Manufacturing/import licenses with validity & quoted item approval proof of all items quoted. (The items quoted should be highlighted & item code shall be indicated).			
9	Market Standing Certificate/ Manufacturing and Marketing Certificate for the item quoted issued by Licensing Authority			
10	60 days' production capacity (Dosage form wise) for all premises certified by Licensing Authority/Charted accountant (This requirement is not for importers quoting for imported items).			
11	Average annual turnover statement ( <b>Format – VI</b> ) along with audited balance sheet.			
12	Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per <b>Format –VII</b> )			

13	Manufacturing/Import experience (As per Format - VIII)		
14	List of Govt. organization to which bidder is an existing supplier (As per <b>Format – IX</b> )		
15	GST registration certificate.		
16	Affidavit of being a SSI/MSME unit of Uttar Pradesh (If applicable)		
17	Copy of firm's PAN card.		
18	Bank Details of the bidder. (As per <b>Format – X</b> )		
19	Letter of Authorization (As per Format – XI)		
20	Other documents for establishing eligibility of bidder		
21	Other document if asked by TIA		
22	Checklist as per Format-XIII	1	
23	Committed Quantity for UPMSCL (As per Format – XVII)	1	1

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

### FORMAT - XIV

#### INTEGRITYPACT

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

1. This Integrity pact is a fidelity agreement between the Supplier (which include all their employees, agents and consultants etc. who are registered/seek registration or awarded/seek Contract(s)/Rate Contract(s) (RCs) on one hand and **Uttar Pradesh Medical Supplies Corporation Ltd** (hereinafter called UPMSCL) which includes all its employees/officials.

2. Under this Integrity Pact, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behavior maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of UPMSCL shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favor of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, anti-competitive practices, collusion, which are not limited to, but also include the following:

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

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

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

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

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

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

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

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

#### FORMAT – XV

#### 'Notarized on Rs. 500/- Non Judicial e-stamp'

#### CONTRACT

#### THIS CONTRACT is made on this.....day of....., 20\_\_\_\_

#### Between

**Uttar Pradesh Medical Supplies Corporation Ltd** company incorporated in the Republic of India registered under the Companies Act, 2013 and having its registered office at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226002 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:

#### and

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

#### NOW THIS CONTRACT WITNESSED AS FOLLOWS:

1. In this Contract 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 Contract, viz.:

(a) All the documents submitted by the tenderer as part of Technical Bid and Price Bid;

(b) The Schedule of Requirements;

(c) The Specifications and other quality parameters;

(d) The clarifications and amendments issued / received as part of the Tender Document

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(e) The General Conditions of Contract;

(f) The Specific Conditions of Contract; and

(g) The Purchaser's offer Letter

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

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

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

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

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

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

#### List of Items(s) under Contract

SI. No	Item Code	Name of the Item	Shelf Life	Unit Rate (Basic) (Rs.)	Tax %	Offered Quantity	Value (Rs.) based on Basic		
	Total Value (Rs.)								

Subject to tender clause, SECTION III, CONDITIONS OF CONTRACT, 5. PURCHASE ORDERS, & 26. RATE CONTRACT of tender document.

<b>IN WITNESS</b> whereof the parties hereto have caused this contract to be executed in accordance with their respective laws of the day and year first above written.
Signed, Sealed and Delivered by the
said(For the Purchaser)
in the presence of
Signed, Sealed and Delivered by
The said(For the Supplier) (Signature, Name, Designation and Address with Office seal)
in the presence of
1) (Signature, Name and Address of witness)
2) (Signature, Name and Address of witness)
Note:- No changes/addition/deletion are allowed in the contract document.

### FORMAT-XVI

### **Bank Guarantee Format for Performance Security**

To,

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

has undertaken, in pursuance of contract no...... dated ...... dated ...... to supply (description of items) (herein after called "the contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

addition or modification.

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

.....

(Signature of the authorised officer of the Bank)

.....

Name and designation of the officer

Seal, name and address of the Bank / Branch

# FORMAT-XVII

# **Committed Ouantity for UPMSCL**

S. No.	Item Code	Name of items	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to UPMSCL in nos.	Commitment	Estimated Bid Quantity as per Annexure-A, Annexure-B Schedule of requirement
1							
2							