



e-TENDER NO:- BPPI/SURGICAL-047/2017

**TENDER FOR SUPPLY OF SURGICAL
CONSUMABLES**

TO

**Bureau of Pharma Public Sector Undertakings of
India (BPPI)**

For the year 2017-19



**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF
INDIA**

(Set up under the Department of Pharmaceuticals, Govt. of India)

IDPL corporate office Complex, Old Delhi-Gurgaon Road, Dundahera, Gurgaon 122016

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BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)

(SET UP UNDER THE DEPARTMENT OF PHARMACEUTICALS, GOVERNMENT OF INDIA)

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ONLINE TENDER FOR THE SUPPLY OF SURGICAL CONSUMABLES TO BUREAU OF PHARMA PSU OF INDIA(BPPI) FOR THE YEAR 2017-2019

Tender Reference		BPPI/SURGICAL-047/2017 Dt. 02/01/2017
Date of availability of tender documents on website		02/01/2017 (Monday)
Time and date and place pre-bid meeting		11:00 AM on 11/01/2017(Wednesday) Bureau of Pharma PSUs of India, IDPL corporate office, IDPL Complex, Old Delhi-Gurgaon Road, Dundahera, Gurgaon- 122016 (Haryana)
Last date and time for submission of Online Bid i.e. Bid Submission End Date and time		25/01/2017 up to 11:00 A.M.
Last Date and Time for submission of EMD in physical Form in office of Bureau of Pharma PSUs of India, IDPL corporate office Complex, Old Delhi-Gurgaon Road, Dundahera, Gurgaon- 122016 (Haryana)		25/01/2017 up to 11:00 A.M.
Time and date of opening of		11:30 AM on 27/01/2017 (Friday)

Technical Bid		
Place of opening of tender		Bureau of Pharma PSUs of India, IDPL corporate office Complex, Old Delhi-Gurgaon Road, Dundahera, Gurgaon- 122016 (Haryana)
Address for Communication		Bureau of Pharma Public Sector Undertakings of India, IDPL corporate office Complex, Old Delhi-Gurgaon Road, Dundahera, Gurgaon- 122016 (Haryana)
Cost of the Tender Document		Free of cost
Contact Person for clarification if any		1. Sh. Mahadev Agarwal, Manager (Procurement) Phone:- 0124-4040756 Mob:- 9811780789 Email: mahadevpharm.bppi@gmail.com 2.Mrs. Reena Bhagat, Dy. Manager(Procurement) Phone:- 0124-4556768 Mob:- 8130704311 Email:- reg1.bppi@gmail.com 3. Mr. Rupak Kumar, Executive (Procurement) Phone:- 0124-4556764/767 Mob:- 7291087675 Email:- proc3.bppi@gmail.com

The tender document can be downloaded free of cost from the CPPP e-Procurement Portal <https://eprocure.gov.in> and from the website of BPPI: janaushadhi.gov.in

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BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

**ONLINE TENDER FOR THE SUPPLY OF SURGICAL CONSUMABLES TO
BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA**

FOR THE YEAR 2017-19

PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA(PMBJP) is the initiative of Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India launching with the noble objective of making quality generic medicines with surgical consumables available at affordable prices for all, particularly the poor and disadvantaged, through specialized outlets called Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK). BPPI was established in December, 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs, and identified as the executing agency for (PMBJP).

The Bureau has been registered as an independent society under the Societies Registration Act, 1860, in April, 2010. BPPI follows the provisions of GFR, 2005 as amended from time to time, the CVC guidelines, and instructions from the Department of Pharmaceuticals.

It aims to open more than 3000 stores during current financial year. It is proposed to channelize efforts to popularize PMBJP and ensure availability of the complete basket of medicines with surgical items at affordable prices.

Tender Inviting Authority – C.E.O, Bureau of Pharma Public Sector Undertakings of India, IDPL Corporate Office, IDPL Complex, Old-Delhi-Gurgaon Road, Dundahera, Gurgaon -122016 (Haryana) (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires).

Tender Accepting Authority – CEO, Bureau of Pharma Public Sector Undertakings of India,(hereinafter referred as **BPPI** unless the context otherwise requires).

Tender Inviting Authority invites **Tender for the supply of Surgical Consumables to BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, for the year 2017-2019.**

1. LAST DATE AND TIME FOR SUBMISSION OF ONLINE TENDERS.

- (a) Online Bids [in two separate Cover {Technical bid (“Cover A”) and price bid (Cover “B”)}] will be submitted till **11.00 A.M. upto 25/01/2017(Wednesday) on** CPP portal i.e. eprocure.gov.in.
- (b) The price bid shall be valid for a period of 120 days from the date of opening of Technical Bid. Prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for further period as deemed fit on their original quoted prices and all terms & conditions. However, BPPI reserves the right to place purchase orders at the quoted rate till such period.

2. ELIGIBILITY CRITERIA

- (a) (i) Tenderer shall be a manufacturer and should have license from Director of Industries, Ministry of Commerce or NSIC for non drug items. For items covered under BIS, tenderer should have BIS certificate. In case, the products are covered under drugs and cosmetics act 1940, the tenderer shall be a manufacturer having valid own manufacturing unit duly licensed by licensing authorities and valid GMP (Good Manufacturing Practices) as per Schedule ‘M’ certificate /valid WHO-GMP (World Health Organisation-Good Manufacturing Practices) issued by licensing authority.
- (ii) Authorised distributors of manufacturer are also eligible provided all documents from manufacturer as required for eligibility criteria are submitted with the tender and in that case BPPI shall sign tri party agreement for supply of surgical consumables if they are eligible for award of contract. In case, manufacturers also participate in tender for same product, the tender of their distributor shall not be considered. Further, the distributors submit tender for same products manufactured by more than one manufacturer, their tender shall be rejected.
- (iii) Tenderer shall be direct importer holding valid import license.
- (iv) Tenderer shall be a marketer of manufacturer who have exclusive rights to market the products and manufacturer do not market the products duly supported by valid agreement with the manufacturer and in that case BPPI shall sign tri party agreement for supply of surgical consumables if they are eligible for award of contract.
- (b) Average Annual turnover of manufacturer in the last three years i.e.2013-14, 2014-15 and 2015-16 shall not be less than **Rs. 2 Crores.**
- (b) Market Standing Certificate (MSC) issued by the state licensing authority (for products covered under drugs and cosmetics act 1940)/by Chartered Accountant) or

ICWA under generic or brand name as a Manufacturer for each product quoted in the tender for a minimum 2 years.

(c)A certificate from their C.A. (Chartered Accountant) or ICWA that they have manufactured & marketed at least 2 commercial batch in last three years.

(d)Non-conviction Certificate not older than 6 month issued by the licensing authority of the State (for products covered under drugs and cosmetics act 1940) certifying that the firm/company has not been convicted.

(e) A certificate from the C.A. (Chartered Accountant) or ICWA that the bidder has Production & financial capacity to manufacture and deliver the surgical consumables quoted by the firm in the tender as per quantity mentioned in tender during contract period.

(f) Tenderer should not be submitted for the product(s) for which the firm / company has been blacklisted/debarred/de-registered/banned by any State Government / Central Government / its Drug procurement agencies due to quality failure of the surgical consumables ***at the time of submission of online bid.***

(g) The Tenderer should have not been blacklisted/debarred/de-registered/banned due to quality failure for the quoted product /firm by any State Government / Central Government / its Drug procurement agencies **at the time of submission of bid.** Further, quoted surgical consumables have not been failed in house testing or testing by any State Government/Central Government / its Drug procurement agencies during last three years.

(h) During the validity of the tender if the firm / Company is blacklisted/debarred/de-registered/banned by any State Government / Central Government / its Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to BPPI along with relevant authentic document by the tenderer firm/ company within one month.

(i) The tenderer should confirm that they have read tender document including Amendment(s) to Tender document (if any) along with terms and condition and these terms and condition of tender document including Amendment(s) to Tender document (if any) are acceptable unconditionally to them.

NOTE: -As per instruction of Ministry of MSME, Government of India, Item Code 5001 to 5003 (absorbent cotton) and 7002 (Clinical thermometer) are reserved for purchase from SSI Units Only. Tenders from Other than Micro & Small enterprises (SSI) shall not be entertained.

3.GENERAL CONDITIONS.

(i) The tender document shall be download from the websites janaushadhi.gov.in; and CPP portal i.e. eprocure.gov.in. Tender Document is free of cost. No tender cost is to be deposited.

(ii) **EMD (Earnest Money Deposit)** : EMD of Rs. 50,000/- (Rupees fifty thousand only as specified in Clause 7 of the Tender document in the form of **Bank Guarantee or Bankers Cheque or Demand Draft from nationalized/Scheduled Bank** favoring “Bureau of Pharma Public Sector Undertakings of India “, payable at Gurgaon/Delhi **which is to be delivered in original to BPPI, Gurgaon on or before the time stipulated against ‘ Bid Submission End Date and time ’.** Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the EMD instrument must be uploaded (**ANNEXURE IV**) to the e-Procurement portal. EMD in any other form like *cheque/cash/postal order* etc. **will not be accepted. The Bid (in case not exempted for EMD as mentioned in tender document) without EMD shall be summarily rejected.**

(iii) Tenders will be opened online. However, authorized representatives of bidder who like to attend online bid opening on the specified date and time should bring letter of authority authorising to attend online bid opening on the printed letter head of the company.

(iv) (a) At any time prior to the last date of submission of online bid, Tender Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Tenderer, may modify the condition in Tender documents by an amendment uploading on website on janaushadhi.gov.in; and CPP portal i.e. eprocure.gov.in will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of online bid.

(b) Any person who has downloaded the tender document should watch for amendment, if any, on the website janaushadhi.gov.in; and CPP portal i.e. eprocure.gov.in for which BPPI will not issue any separate communication to them.

(v) Interested eligible Tenderers may obtain further information in this regard from the office of the Tender Inviting Authority on all working days between 10:00 AM and 5:00 PM.

(vi) During tender or agreement period, if L1 bidder is debarred/deregistered/blacklisted/banned by any Central Government or state Government or its procurement agencies due to quality failure, BPPI may purchase the surgical consumables from L2 bidder or may go for fresh tender as per discretion of BPPI.

(vii) The BPPI reserves the right to purchase any surgical consumables full or part quantity from PSU as per discretion of BPPI. In case of emergencies, BPPI may go to PSU and price will be as per negotiation and at the discretion of BPPI.

3.1 SPECIAL CONDITIONS.

(i) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in>, Manual bids shall not be accepted except for the original documents/instruments as mentioned in tender document.

(ii) Bidders are advised to follow the 'Special Instructions to the Contractors/Bidders for the e-submission of the bids online' available through the link 'Help for Contractors' at the e-Procurement Portal <https://eprocure.gov.in>.

(iii) Bidder shall not modify the downloaded tender form including downloaded price Bid template in any manner. In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited and bidder is liable to be banned from doing business with BPPI.

(iv) Bidders are advised to check the website of BPPI: janaushadhi.gov.in and CPPP website <https://eprocure.gov.in> at least 3 days prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.

4. TECHNICAL BID - COVER "A"

4.1. The Tenderer should upload the following documents in while submitting technical bid hereafter called "**Cover A**". **(Scanned copies of each page of all documents should be uploaded while submitting Technical bid).**

(a) (i) The marketer of manufacturer who have exclusive rights to market the products and manufacturer do not market the products should upload valid agreement with the manufacturer with technical bid **(ANNEXURE I)** and **the original agreement should be submitted on or before the schedule time and date of technical bid opening**. In case, tender is submitted by authorized distributors, a scanned copy of valid agreement with manufacturer is to be uploaded **(Annexure II)**.

(ii) The tenderers are required to upload scanned undertaking on stamp paper duly notarized by authorised signatory confirming they are holding the valid drug license and valid WHO- GMP certificate /GMP certificate as per schedule 'M' for drug items, 2 years market standing certificate for quoted Surgical consumables issued by licensing authority/CA or ICWA, a certificate for manufactured & marketed of two batches for

quoted Surgical consumables within 3 years issued by CA or ICWA , valid Non conviction certificate not older than 6 months issued by licensing authority for drug items , valid import license , undertaking as per para 2(g) & (i), undertaking as per Annexure XIV, undertaking for Clause 7.2 and also enclosed all undertaking/declaration as per Annexure mentioned in the tender document. **On the basis of such undertaking, the price bid shall be opened within a week after opening of technical bid. However, the bidder is required to upload/submit all the documents along with the technical bid and in case any document is not complying as per undertaking, their contract/agreement shall be cancelled with forfeiture of EMD/Security Deposit/Bank guarantee. (ANNEXURE – III).**

(b) Earnest Money Deposit as indicated in Clause 3(ii) and Clause 7. of the tender document shall be in the form of **Bank Guarantee or Bankers Cheque or Demand Draft** favouring “Bureau of Pharma Public Sector Undertakings of India “ payable at Gurgaon/Delhi. Tender cost and EMD in any other form like *cheque/cash/postal order* etc. **will not be accepted.** Scanned soft copy of the EMD instrument must be uploaded (ANNEXURE IV) to the e-Procurement portal and **original EMD instrument should be submitted to BPPI, Gurgaon on or before the schedule time and date of technical bid opening.**

(c) Documentary evidence for the constitution of the Company/Firm such as Memorandum and Articles of Association, Partnership deed, Permanent Registration Number etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the Board of the Company duly certified by a Company Secretary of the Company/Practicing Company Secretary / Chartered Accountant to be uploaded.

(d) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Tenderer as the Authorized signatory of the Company/Firm should be uploaded.

(e) Authorization letter nominating an officer of the Tenderer on the printed letter head of the company to transact the business with the BPPI to be uploaded.

(f) (i) A certificate from the C.A.(Chartered Accountant) or ICWA that the bidder has Production & financial capacity to manufacture as per format (ANNEXURE V) and deliver the surgical consumables quoted by the firm in the tender as per quantity mentioned in tender during contract period. The certificate should be uploaded along with the technical bid. **The original Certificate (ANNEXURE V) should be submitted on or before the schedule time and date of technical bid opening.**

(ii) Average Annual Turnover certificate from Chartered Accountant of manufacturer (including loan licensees and Marketer) in the last three years i.e.2013-14, 2014-15 and 2015-16 certifying not be less than **Rs. 2 Crores is required to upload as per format(ANNEXURE-VI).**

(g) The Tenderer should upload Scanned copy of valid drug Manufacturing Licence for the product, duly approved by the Licensing Authority for each and every product quoted as per specification in the tender. The licence must have been duly renewed up to date and the items quoted shall be clearly highlighted in the licence. Original documents should be produced for verification when demanded. However, if renewal application for manufacturing licence has been filed, Scanned copy of same duly receipted by drug authorities must be uploaded along with the validity certificate from state licencing authority (SLA).

(h) Scanned copy of import license (in Form 10 with Form 41), as per Rule 122A of the Drugs and Cosmetics Act 1940, if the product is imported should be uploaded. The licence must have been renewed up to date. A copy of a valid licence for the sale of surgical consumables imported by the firms issued by the State Licensing Authority shall be uploaded. Original documents should be produced for verification when demanded.

(i) MARKET STANDING CERTIFICATE (MSC) ISSUED BY THE STATE LICENSING AUTHORITY (for product covered under drug & cosmetic act 1940)/C.A. or ICWA (for non drug products) UNDER generic or brand name as a Manufacturer for each product quoted in the tender for a minimum 2 years (Certificate should be uploaded with list of items).In case of direct importer, evidence for importing the said items such as bill of landing, bill of entry and certificate of analysis are to be uploaded. MSC issued under brand name or under generic name (by the state licensing authority) will also be accepted but **supplies will be accepted as per packing and label by foreign manufacturer in their brand subject to affixing sticker for Logo as approved by BPPI & BPPI MRP.**

(j)The bidder should upload a certificate from their C.A.(Chartered Accountant) or ICWA that they have manufactured & marketed at least 2 commercial batch in last three years. The details of commercial batch no., month of manufacture, batch size in last three years period duly certified by their C.A. or ICWA should be uploaded along with technical bid.

(k) Valid ISI license for the quoted product if applicable.

(l) Scanned copy Non-conviction Certificate issued by the licensing authority of the State (for products covered under drugs and cosmetics act 1940) certifying that the firm/company has not been convicted should be uploaded. **The certificate should not be more than 6 months old at the time of submission of technical bid.**

(m) For products covered under drugs and cosmetics act 1940, Scanned copy of Valid WHO-GMP (World Health Organisation-Good Manufacturing Practices) Certificate (for manufacturer only)/Valid GMP certificate as per Schedule 'M' issued by the Licensing Authority should be uploaded. In case of Imported surgical consumables, labels and product literature of all quoted product(s) must be uploaded COPP certificate as per WHO format of their Principal Manufacturing company/firm.

(n) a. Scanned copy of Latest Sales Tax Clearance certificate/returns are to be uploaded

(In case Sales Tax is exempted, the documentary evidence with nil returns are to be uploaded).

b. Scanned copy Latest Income tax assessment orders/returns filed are to be uploaded.

(o) Documents, if any, to show that the manufacturing unit/importer has been recognized by any other Indian / International Standard Organizations etc. as applicable.

(p) The loan license bidder are required to upload scanned copies of all the documents as per tender requirements including manufacturing unit.

(q) List of Surgical consumable items quoted (The name & Item code quoted as shown in the **ANNEXURE-VII** should be uploaded and **the rate of those items should not be indicated in this list**).

(r) A Checklist (**ANNEXURE- VIII**) shall be uploaded with technical bid. If a company/firm has two or more separate manufacturing units at different sites / States, which are not separate entities then the company will be allowed to submit only one tender for all units but necessary document regarding separate manufacturing units will be uploaded as a separate set with the same tender. However, one bidder will be allowed to submit only one offer for one product.

(s) All the documents uploaded should also be signed by the authorized official of the Tenderer.

4.2. The all documents indicated above should be uploaded and shall be opened at the time of Technical bid opening.

5. PRICE BID - COVER "B"

5.1. Cover "B" contains the Price Bid of the Tenderer.

(i) (a) The Tenderer shall fill in the rate for quoted item, Central Excise Duty rate in % (percent), rate of CST against form C in % and Total rate (landed price) of quoted item inclusive of Central Excise Duty & CST with form 'C' in respective column of for the items quoted in BOQ.

(ii) **Determination of L1 bidder:** In determining the lowest evaluated price inclusive of Excise duty and CST against form C, the rate quoted per unit landed price as indicated in column No. 9 of the **BOQ** shall be taken into consideration.

(iii) The rate quoted in column 9 of **BOQ** should be for a unit and for the given specification. **The rates quoted in paisa are to be in 2 digits.** The Tenderer is not permitted to change/alter specification or unit size given in the **ANNEXURE- IX**

EXCISE DUTY-

(iv) The tenderers must indicate the rate of Excise duty in % if applicable and payable by them as indicated in the heading of column BOQ and not to indicate amount of ED in Rs. at particular cell of excel sheet of BOQ. If a tenderer states that the Excise duty is NIL/EXEMPTED, he must intimate the basis for the same and also confirm that no Excise Duty will be charged by him under any circumstances.

(v) If a tenderer states that the Excise Duty is not applicable at present but will be charge extra if it becomes applicable at latter on, their prices shall be loaded by the normal rate of Excise duty for equitable comparison of prices. If however, the tenderer confirms that they shall not charge any Excise duty even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done.

(vi) In case, no information about excise duty is given, it will be taken as inclusive.

ST/CST/VAT

(vii) The tenderers must indicate the rate of CST in % **against Form C** applicable as indicated in the heading of column BOQ and not to indicate amount of CST in Rs. at particular cell of excel sheet of BOQ.. **Full rate of CST shall not be paid as Form C Shall be issued by BPPI.**

(vii) In case supply is made from any place in Haryana, VAT shall be applicable.

(viii) **During agreement period if GST is implemented, ED, CST against form C / VAT shall be substituted by GST as per notification of Government of INDIA.**

6. OPENING OF COVER “A” AND COVER “B” OF TENDER

6.1 Only authorized official as indicated in Clause 4.1. (e) are entitled to be present at the time of opening of Technical Bid - Cover “A” of the tender submitted by them.

6.2 Tenderers, who are found eligible on satisfying the criteria for technical evaluation/based on undertakings & Declaration, will only be informed the time and date of opening of Price Bid - Cover “B” of the tender.

6.3 In case, the date for opening of technical bid is declared holiday, the technical bid shall be opened on next working day at 11.30 P.M.

7. EARNEST MONEY DEPOSIT

7.1. The Earnest Money Deposit referred to under Clause 3(ii) & 4.1(a), shall be **Rs. 50,000/-**. **The Earnest Money Deposit shall be paid in the form of Bank Guarantee or Bankers Cheque or Demand Draft in favour of BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, payable at Gurgaon/Delhi. In case EMD in form of Bank Guarantee, Irrevocable Bank Guarantee** in favour of Bureau of Pharma Public Sector Undertakings of India from any Nationalised/scheduled Bank should be valid for a period beyond **270 days/9 months from the date of tender opening**. The format of Bank Guarantee is at **ANNEXURE-X**. BPPI will not pay interest on any deposit held in the form of **Bankers Cheque or Demand Draft**.

7.2. (i) The tender submitted without sufficient EMD will be summarily rejected.

(ii) The Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.

(iii) The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned after finalization of tender/signing of agreement with eligible bidder.

(iv) The Earnest Money Deposit (EMD) will be forfeited, if the tenderer withdraws his bid any time after opening of price bid / non execution of agreement /undertaking within the period prescribed.

(v) The Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract agreement and / or deposit the security Deposit within the stipulated time. The EMD shall be forfeited if the undertaking as Annexure II is not found correct.

(vi) Tenderer may be exempted from the payment of EMD, if valid **registration** certificate from NSIC is uploaded **for the product for which bidder has submitted quotation.**

(vii) PSUs are exempted from the payment of EMD.

8. OTHER CONDITIONS

8.1. (i) The details of the required Surgical consumables are shown in **ANNEXURE - IX. *The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased*** by the BPPI, at its discretion, depending on its actual need. Though the tentative quantity is indicated in the agreement, the BPPI, will confirm the actual requirement then / there through purchase order/orders. The tenderers shall supply the surgical consumables only on the basis of the purchase order issued time to time within validity of contract period by the BPPI. Any supply without a valid purchase order will not be acceptable by BPPI and the BPPI shall not be responsible for any loss on this account.

(ii) The Tenderer shall fill in manufacturing capacity per year in units and manufacturing batch size in units for each quoted product in required column of **ANNEXURE –XI and upload along with technical bid.**

(iii) However, once the purchase order/orders is/are issued by the BPPI, the tenderer shall not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking.

(iv) The rates quoted shall not be varied with the ordered quantity during the full contract period.

8.2. Tender has been called for in the **Generic name of Products.** The Tenderers should quote the rates for the generic products only. The composition, strength and packing of each product should be as per specifications given in **ANNEXURE-IX.** Any variation, if found, will result in rejection of the tender. However the imported surgical consumables are allowed to quote in trade / brand name.

8.3. Rates (inclusive of Customs duty, packing & forwarding charges, transportation, insurance and any incidental charges, but exclusive **CST against form C/VAT** (Sales Tax) and excise duty) should be quoted for each of the required product., separately on

door delivery basis according to the unit ordered. Tender for the supply of surgical consumables. with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with Tenderers.

8.4. Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

8.5. (i) The price quoted by the tenderers shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price of the tenderer. Tender Inviting Authority at its discretion, may exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP or the selling price of the tenderer as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the Tenderer.

(ii)The price quoted by the tenderers shall not, in any case exceed net dealer price.

(iii) **FALL CLAUSE:**

If at any time during the execution of the contract, the controlled price becomes lower or the supplier reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person / organization including the purchaser or any department of Central government/state Govt. or its procurement agencies at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

8.6. The rates quoted and accepted will be binding on the Tenderer for the full contract period of two years and any increase in the price will not be entertained till the completion of this contract period. Accordingly, this clause will be applicable for all orders placed during the contract period. **However, agreement validity period may be extended for period up to further one year at same rate, terms & conditions with the consent of the supplier.**

8.7. No Tenderer shall be allowed at any time and on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by them. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the Tenderers in the Bids shall not be

entertained after submission of the tenders. Cross Conditions such as “SUBJECT TO AVAILABILITY”, “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the tenders of those who have mentioned such conditions shall be treated as incomplete and accordingly the Tender will be summarily rejected.

8.8. Supplies should be made directly by the tenderer and not through any other Agency / Dealer / Distributors.

8.9. The Tenderer shall allow inspection of the factory at any time after the opening of technical bid and during the entire contract period by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow for any such inspection, their tenders will be rejected. If any such situation arises after placement of contract, the same shall be cancelled at the firm’s risk cost.

8.10 “MRP inclusive of all taxes” is to be printed on each unit/label. MRP will be intimated to successful bidders at the time of placing purchase orders.

9. ACCEPTANCE OF TENDER

9.1. Evaluation of the tender and determination of the L1 rate (Lowest rate) will be done on the basis of rate per unit landed price as mentioned in column 7 of **BOQ**. Negotiation if required will be done at our premises and the same will be done strictly as per Central Vigilance Commission guidelines.

9.2. BPPI reserves the right to accept or reject the tender for the supply of all or any one or more items of the surgical consumables tendered for in a tender without assigning any reason.

9.3. BPPI or its authorized representative(s) has/have the right to inspect the manufacturing premises of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections.

9.4. The acceptance of the tenders will be communicated to the Tenderers in writing.

10. SECURITY DEPOSIT AND AGREEMENT

10.1 Security Deposit:

On being informed about the acceptance of the tender and at the time of signing the Agreement, the Tenderer shall pay the Security Deposit @5% of **value of 50% quantity i.e. one year quantity out of 2 years quantity of agreement signed** in the form of ***Demand Draft or irrevocable Bank Guarantee*** in favour of Bureau of Pharma Public Sector Undertakings of India from any scheduled Bank. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period beyond **one year of the validity of the agreement**. The format of Bank Guarantee is at **ANNEXURE-XII**.

10.2. The Tenderer shall execute an agreement on a non- judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from BPPI informing that his tender has been accepted. The Specimen form of agreement is available in **ANNEXURE-XIII**.

10.3. The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

10.4. All notices or communications relating to and arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or abode as provided by the tenderer.

10.5. If the lowest selected Tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the BPPI and the firm will also be liable for all damages sustained by the BPPI apart from blacklisting and other penal actions. The security deposit shall be forfeited if the undertaking as Annexure II is not found correct.

10.6. The security deposit of supplier will be returned by BPPI only after the supplier has given undertaking to replace such medicines and indemnify BPPI against any losses on account of quality parameters.

11. METHODOLOGY FOR PLACING ORDERS

For the above purpose the following procedures will be adopted

(a) After the conclusion of Price Bid opening (Cover B), the rates offered by tenderers for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that tenderer is informed.

(b) The Successful Tenderer is eligible for the placement of Purchase Orders only after depositing the required amount as Performance Security and on execution of the agreement.

(c) If two or more than two Tenderer's are declared as lowest suppliers for the same item(s), such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Tenderers are eligible for the placement of Purchase Orders for such item(s) for which they are declared as lowest. Placement of order shall be shared equally amongst these bidders subject to their manufacturing capacity.

(d) In the case of purchase of goods where the quantity offered at the lowest price is less than the total quantity required, the BPPI may, after placing orders with the lowest evaluated Tenderer for the entire quantity offered by such Tenderer subject to his ability to supply, require all the other eligible Tenderers who participated in the tender and offered a price higher than that offered by the lowest evaluated Tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated Tenderer, and thereafter place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.

(e) If a supplier fails to execute supply order, the 5% value of supply order shall be recovered from pending bill or EMD/Bank Guarantee and their bad performance shall be kept in record of BPPI for future dealing as considered appropriate by BPPI.

(f) Notwithstanding anything contained in para (e) above, the supplier, after committing the default in supply either partly or fully, can inform the BPPI about his willingness to execute the Purchase Order during the tender period. The BPPI at discretion may consider the willingness of the supplier on merit. However, such supplies will be subjected to the levy of Liquidated Damages, unexecuted fine and other penalties as stipulated in the tender document, agreement and purchase order.

(g) The supplier shall start supply of the surgical consumables required by BPPI at Central Ware House (CWH), Gurgaon or any other place decided by BPPI within the stipulated period.

(h) The surgical consumables supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. BPPI will not be responsible for the loss to the supplier and will not entertain any demand/claim.

(i) The supplier shall supply the surgical consumables at the CWH, Gurgaon along with copy of Purchase order, copy of test reports and 3 original copies of Invoice. No payment will be processed without test reports.

(j) The supplier shall take utmost care in supplying the quality surgical consumables and ensure that the batch number mentioned in the packages of the surgical consumables tally with the batch number mentioned in the Invoice produced to BPPI for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of surgical consumables is mentioned in the invoice.

(k) It is the duty of the supplier to supply surgical consumables at the CWH Gurgaon or any other place decided by BPPI and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature, specification etc.,

(l) Subject to above, BPPI will process the invoices submitted by the supplier and the payments against supply will be made within 30 days from the date the surgical consumables supplied has been declared of STANDARD QUALITY, by the Empanelled laboratory of BPPI subject to various terms and conditions of the tender.

(m) Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and here under, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 30 days from the date of receipt of payment, failing which BPPI will not entertain any claim thereafter.

(n) BPPI reserves the right to place upto 50% additional purchase order of the quantities as contracted within validity of contract.

12. SUPPLY CONDITIONS

12.1. Purchase orders will be issued to the Tenderer(s) at the discretion of the BPPI as per actual requirements. All the supplies shall be received at the central warehouse at Gurgaon or any other place decided by BPPI.

12.2. Within 3 days from the receipt of purchase orders the Tenderer should inform BPPI through fax and mail the confirmation for the receipt of the purchase order.

12.3. The Tenderer should also fax and mail the details of supply dates as specified in Annexure, to BPPI within 7 days from the receipt of the purchase order. In case, the supply shall not be made by the date as conveyed by the supplier, supply order shall be cancelled at their risk and cost. If no response is received within 7 days from the supplier / tenderer about supply of surgical consumables as per purchase order, it shall be presumed that the supplier/tenderer is not interested to supply the surgical consumables ordered as per purchase order and BPPI shall purchase the surgical consumables from alternative sources.

12.4. (a) For the first purchase order, the supplier must supply the ordered quantity CWH Gurgaon within 60 days from the date of Purchase Order.

(b) For Subsequent purchase orders, the supplier shall complete the supply within 45 days from the date of purchase order at the destinations mentioned in the purchase order.

(c) If the above day for 12.4 (a) & (b) above happened to be a holiday for BPPI, the supply should be completed by 5.00 PM on the next working day.

(d) In case of Non- execution of the order, BPPI reserves the right to place purchase orders (partially/fully) on alternate source at the risk and cost of the default tenderer(s) without any notice/Information.

(e) If the Tenderer fails to execute the supply within the stipulated time, the BPPI is at liberty to make alternative arrangement for purchase of the items for which the Purchase orders have been placed, from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the defaulted supplier and in such cases the BPPI has every right to recover the cost and impose Liquidated Damages as mentioned in Clause 18.

(f) The liquidated damages as specified in clause 18.1 and 18.2 of the tender conditions will be levied on the quantity supplied after the 60th day and 45th day for 12.4 (a) & (b) respectively. However, no supplies will be accepted after 90th days/ 75 days for 12.4 (a) & (b) respectively from the date of issue of purchase order and the purchase order shall be cancelled at the risk and cost of the supplier.

12.5. Supplier shall complete the earliest pending purchase order before commencing the supply of subsequent purchase orders.

12.6. The supplied Surgical Items should have the prescribed specifications throughout the shelf life period as prescribed in the standards and in relevant Pharmacopoeias. All other items of Surgical Items should have shelf life period as prescribed in drugs and cosmetics act 1940. Each batch of product (s) supplied should have ingredients of the high-quality materials at the entry level to the CWH Gurgaon as prescribed in the official Pharmacopoeias or any other standards throughout its shelf life. Failure to comply with this condition may lead to rejection of items at discretion of BPPI.

12.7. The Tenderer must submit an Analysis report for every batch of surgical consumables along with invoice. In case of failure on part of the supplier to furnish such report, the batch of surgical consumables will be returned back to the suppliers and he is bound to replenish the same with Govt. approved lab test report. The surgical consumables supplied by the successful Tenderer shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

12.8. Tenderer should supply the product with minimum 80% shelf life.

12.9. If at any time the Tenderer has, in the opinion of the BPPI delayed the supply of surgical consumables due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the surgical consumables may be extended by the BPPI at discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events does not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc.

12.10. The supplier shall not be liable to pay LD and forfeiture of security deposit for the delay in executing the contract on account of the extension of supply period on the ground of force majeure events.

13. LOGOGRAMS

Logogram means, wherever the context occurs, the design as specified in **ANNEXURE-XIV**. **The name of the surgical consumables shall be mentioned in English and Hindi.**

13.1. Tenders for the supply for Products shall be considered only if the Tenderer gives an undertaking that the product(s) will be prepared as per the specifications such as name, strength, minimum size and packed with appropriate size of the strips/blisters/bottles/tubes etc as per the design enclosed as per **ANNEXURE –XIV**.

13.2 All products have to be supplied in standard packing with printed logogram of proportionate size and shall also confirm to all standards as applicable.

13.3. Failure to supply Surgical Consumables etc., with the printed logogram of proportionate size will be treated as breach of the terms of agreement / violation of tender conditions. The purchase order shall be cancelled at the risk and cost of the supplier. However, if such failure continuous despite notice, will be viewed as a serious lapse and initiate blacklisting of the supplier.

Tenderers who are not willing to agree to conditions above will be summarily rejected.

13.4. For imported Surgical Consumables, the supplies will be accepted as per packing and label by foreign manufacturer in their brand subject to affixing sticker for Logo as approved by BPPI & BPPI MRP.

14. PACKING

14.1 The Surgical Items shall be supplied in the package specified in **ANNEXURE-IX** and the package shall carry the logograms of proportionate size specified in **ANNEXURE-XIV**. Affixing of labels in smaller size will be treated as violation of tender conditions and fine will be deducted from the amount payable as per condition in Clause 18.5

14.2 It should be ensured that only first hand fresh packaging material of uniform size is used for packing.

14.3 All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia /standards.

14.4 Packing should be able to prevent damage or deterioration during transit.

14.5 In the event of items supplied found to be **not as per specifications in respect of their packing and logogram**, the BPPI., is at liberty to make alternative purchase of the items of Surgical Items for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier. In such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 18.5.

15. QUALITY TESTING

15.1. Samples of supplies from each batch will be chosen at the point of despatch at supplier's site or receipt of supply or distribution/storage points for testing at discretion of BPPI. The samples will be sent to different laboratories including Government Testing Laboratory for testing as decided by the BPPI Handling and testing charges will be deducted by BPPI for the above purpose, as specified in Clause 17.

15.2. The Surgical consumables shall have to maintain the standard at the prescribed level as indicated in official compendiums throughout the shelf life period. The samples will be drawn periodically throughout the shelf life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. Also action will be initiated for blacklisting as per clause No.19 irrespective of the period of supply. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirement shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

15.3. In the event of the samples of Surgical consumables supplied fails in quality tests or found to be not as per specifications, the BPPI is at liberty to make alternative purchase of the items of surgical consumables for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 19.

15.4. The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the commercial final package on request by the BPPI. In case of any complaint in the field, the B.M.R/B.P.R for the particular batch of the product(s) supplied shall be produced when demanded.

15.5. The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. In case the product is not included in the any of the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing

protocols for quality control testing. For imported surgical consumables, respective Country's Pharmacopoeial standards shall be acceptable (even if the product is official in IP).

15.6. The case of admixture of surgical consumables will be treated as a violation of tender conditions and fine will be levied as per clause 19. If such lapses happens more than twice in a tender period such cases will be treated as "Misbranded surgical consumables".

16. PAYMENT PROVISIONS

16.1. No advance payments towards costs of surgical consumables will be made to the Tenderer.

16.2. Payments towards the supply of surgical consumables will be made within 60 days from the date of receipt of goods, strictly as per the tender terms and condition. The payment will be made either by means of a/c payee Cheque or through RTGS (Real Time Gross Settlement System)/Core Banking/NEFT. The Tenderer shall furnish the relevant details in original (**ANNEXURE -XV**) to make the payment through RTGS/Core Banking/NEFT.

16.3. All bills/Invoices should be raised in triplicate and in the case of excisable surgical consumables, the bills should be drawn as per Central Excise Rules in the name of Bureau of Pharma Public Sector Undertakings of India, IDPL Complex, Dundahera, Gurgaon 122016 or in the name of any other authority as may be designated.

16.4. (i) Payments for supply will be considered only after supply of minimum 50% of surgical consumables ordered in the individual Purchase Order PROVIDED reports of Standard Quality on samples testing are received from Government Analyst or Approved Laboratories of BPPI.

(ii) However, in case of cancellation of a particular purchase order due to failure in delivery, payment for part supplies less than 50% of the purchase order quantity on the date of cancellation of the purchase order may be considered for release of payment subject to the following:

(a) If the Tenderer have supplied at least 50% of the quantity ordered in the subsequent purchase order within delivery period stipulated in purchase order from the issue of such purchase order.

(b) If further purchase order is not placed with the supplier due to any reason, not attributable to the supplier, the amount eligible will be paid within 60 days from the date of last supply.

(c) The payment for part supply as mentioned above will subject to the deduction of liquidated damages, penalty towards unexecuted quantity, risk and cost etc., as per the tender conditions.

16.5. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Tenderer himself, the Tenderer shall be bound to inform the BPPI immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Tenderer fails to notify or fails to agree for such reduction of rates.

16.6.(a) In case of any increase or decrease in the taxes, such as excise duty, customs duty, sales tax, VAT etc., after the date of submission of tenders and during the tender period, such variation in the taxes will be to the account of the BPPI. For claiming the additional cost on account of the increase in taxes, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to BPPI from the concerned Excise authorities and also must claim the same in the invoice separately. However the basic price structure and the price of the surgical consumables approved under the tender shall not be altered.

Similarly, if there is any reduction in the taxes and statutory levies as notified by the Govt., after the date of submission of tender, the Tenderer will be paid based on the unit rate worked out on the basis of the reduced taxes/statutory levies without any change in the basic price or the price structure of the surgical consumables approved under the tender.

Any increase or decrease in taxes and statutory levies will be considered based on the notification issued by the Government.

However, if the firm supplies after originally stipulated Delivery period, increase in Excise duty/taxes due to statutory variation in Excise duty/taxes shall be borne by the supplier. In case of decrease in Excise duty/taxes due to statutory variation in Excise duty/taxes, the same shall be passed on by the supplier to the BPPI.

(a) In case of successful bidder enjoying excise duty exemption on any criteria of turnover, area based etc., such bidder will not be allowed to claim excise duty at a later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.

16.7. Form 'C' shall be provided by BPPI, wherever required. The tenderers should quote the concessional rate of CST applicable in their bids.

17. HANDLING & TESTING CHARGES:

No handling & testing charges shall be applicable.

18. LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1. If the supply reaches the designated places or Central Warehouse after 5 PM of 60th day from the date of issue of the 1st purchase order and after 5 PM of the 45th day from the date of issue of the subsequent purchase order, a liquidated damage will be levied at 2% per week or part thereof, subject to maximum of 10% irrespective of the fact that whether the BPPI has suffered any damage/loss or not, on account of delay in effecting supply. If the 60th/45th day happens to be a holiday the supply will be accepted on the next working day without any penalty.

18.2. If the supply is received in damaged condition, open delivery of the supplies shall be received, wherein it is possible to physically inspect the shipment. Damaged products shall not be accepted.

18.3. All the Tenderers are required to supply the product(s) with printed logogram of appropriate size on the strips, blisters, vials, ampoules & bottles and with prescribed packing specification. If there are any deviation in these Tender conditions, action will be taken to blacklist the product and/or a separate damages will be levied @ 5% of value of the defaulted quantity irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.14.11 and 13.4.

19. DEDUCTION & OTHER PENALTIES ON ACCOUNT OF QUALITY FAILURE:

19.1. If the samples do not conform to statutory standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the issue of the letter from the BPPI. Such stock shall be taken back at the expense of the Tenderer. Further, actual handling and testing charges shall be paid to BPPI by the supplier otherwise these charges shall be recovered from their pending bill/EMD/security deposit. The BPPI has the right to destroy such "NOT OF STANDARD QUALITY surgical consumables" if the Tenderer does not take back the goods within the stipulated time. The BPPI will arrange to destroy the "NOT OF STANDARD QUALITY surgical consumables" after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the surgical

consumables rejected till such time stipulated. Further, the cost of disposal shall be recovered from the supplier.

19.2. If any Surgical consumables supplied by the Tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of total such batches supplied will be recovered from the Tenderer, if payment had already been made to him. In other words the Tenderer will not be entitled to any payment whatsoever for Items of surgical consumables found to be of “NOT OF STANDARD QUALITY” whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of surgical consumables from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

19.3. For the supply of Adulterated/Spurious, as defined in the Drugs and Cosmetics Act, 1940, to BPPI, BPPI reserves the right to blacklist the supplier. No further supplies shall be accepted from the firm/company. If the tenderer is blacklisted, the tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority of BPPI for supply of surgical consumables for a period of 5 years from the date of blacklisting. In case of supply of NOT OF STANDARD QUALITY surgical consumables to BPPI, the product shall be blacklisted by BPPI and no further supplies shall be accepted for the particular surgical consumables. The Tenderer shall also not be eligible to participate in tenders of BPPI for supply of such surgical consumables for a period of 2 years from the date of blacklisting. In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.

19.4. The Tenderer shall furnish the source of procurement of raw material utilized in the formulations, if required by the BPPI. The BPPI reserves the right to cancel the purchase orders, if the source of supply is not furnished.

19.5. The decision of the BPPI or any officer authorized by him, as to the quality of the supplied surgical consumables. shall be final and binding. In such cases, the BPPI will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security deposit.

19.6. For contravention of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the BPPI, and the Tenderer shall be liable to pay for all losses sustained by the BPPI in consequence of the termination which may be recovered from the Tenderer, as per rules besides forfeiture of Security deposit.

19.7. Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Security deposit.

19.8. In the event of making Alternative Purchase, as specified in Clause 12.4 (a), Clause 14.11 and in Clause 15.3 penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the BPPI in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

19.9. In all the above conditions, the decision of the BPPI shall be final and binding.

20. BLACK LISTING IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

20.1. BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER

(a) If the Tenderer(s) fails to execute the agreement / to perform the obligations under the tender conditions / commits default in the performance of the contract, such Tenderers will be blacklisted for a period of 2 years by BPPI from the date of observing the defect besides forfeiture of Security deposit.

BLACKLISTING FOR QUALITY FAILURE

20.2.1. Quality Test by the Empanelled Laboratories of BPPI

a. Each and every batch of surgical consumables shall be subjected to quality test by the Empanelled laboratories.

b. The samples collected from each batch of supply of the each surgical consumables will be sent to the empanelled testing laboratories for testing the quality of surgical consumable. In addition to the above BPPI shall also draw the samples of products supplied in the market place and get the same tested, to make sure the products are conforming to quality requirements.

c. If such sample passes quality test in all respects, BPPI will instruct its Warehouse to release such items of surgical consumables.

d. If the sample fails in quality test and report is received certifying that sample is “NOT OF STANDARD QUALITY” then supplies will be rejected & no further procurement of that surgical consumable from the supplier for two years from the date of sample being declared not of standard quality. If the supplier challenges and request for re- testing, the rejected supply shall be tested in two labs simultaneously at the cost of supplier. The cost testing shall be recovered from the supplier.

(i) If such sample passes the quality test in both laboratories, the surgical consumables representing the sample shall be qualified for issue to various Institutions.

(ii) If the sample passes in one laboratory and fails in other laboratory or fails in both laboratories, the supply shall be rejected. No further procurement of said surgical consumables shall be made from such supplier.

(iii) If 3 batches of item/ surgical consumable supplied by the same supplier is reported to NOT OF STANDARD QUALITY in specification, then the firm shall be blacklisted for 2 years after observing procedure laid down in Para 20.2.3 besides forfeiture of Security Deposit.

20.2.2 Quality Test by Statutory Authorities:

(a) If any surgical consumable is declared “NOT OF STANDARD QUALITY”, by any government agencies or drug licensing authority, the issue of available stock of the particular item will be stopped. Further, the available stock of the product in hospitals/JAS will be retrieved.

(b) If any batch of any product(s) supplied by the company/firm declared, NOT OF STANDARD QUALITY in specification as defined in the Drugs and Cosmetics Act, 1940, by the Government Authorities during the relevant tender period or during quality check within shelf life period, the company/firm shall be blacklisted for a period of **2 years from the date of blacklisting** after observing procedure laid down in Para 20.2.3.

20.2.3 Procedure for Blacklisting:

(i) On receipt of complaint from Distributer/retailers/customers or report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Item/Drug is “NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS” (As the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the CEO, BPPI may take appropriate action on merits of the case and impose penalty including the blacklisting of the item of the product/company or firm as deemed fit besides forfeiture of Security deposit.

(ii) If a particular item of the surgical consumables has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for that particular item floated by the BPPI until the period of blacklisting is over.

(iii) If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the BPPI until the period of blacklisting is over.

20.3 BLACKLISTING FOR NON-SUPPLY:

Due to non supply of item against any purchase order, 5 % value of purchase order shall be recovered from the supplier in addition of other penal like risk purchase. In case of repeated circumstances of non supply of items i.e. 3 times , the supplier may be blacklisted for 2 years in addition of forfeiture of security deposit/ EMD and other penal action.

21. SAVING CLAUSE

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

22. RESOLUTION OF DISPUTES

(i) The BPPI and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract,

ARBITRATION AND JURISDICTION

Normally, there should not be any scope of dispute between the BPPI and the supplier after entering into a mutually agreed valid contract/agreement.

However, due to various unforeseen reasons, problems may arise during the progress of the contract/agreement leading to disagreement BPPI and the supplier shall first try to resolve the same amicably by mutual Consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either

the BPPI or the supplier shall give notice to other party of its intension to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996. Such disputes/differences shall be referred to Sole Arbitrator to be appointed by the President/ CEO of BPPI. The venue of Arbitration Shall be at New Delhi. The award published by the Arbitrator shall be final and binding on the parties.

23. APPEAL:

- (i) Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India within ten days from the date of receipt of order and the Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India shall dispose the appeal within fifteen days from the date of receipt of such appeal.
- (ii) No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the BPPI.

24. CONTACTING THE BPPI BY THE BIDDER:

- (i) No bidder shall contact the *BPPI* on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.
- (ii) Any effort by a bidder to influence the *BPPI* in the *Purchaser's* bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.
- (iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.
- (iv) Notwithstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

25. FRAUDULENT AND CORRUPT PRACTICES:

(1)For bidders:

It is purchaser's policy to ensure that suppliers and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. (*In this context, any action taken by a bidder, supplier,*

contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper) In pursuance of this policy, the purchaser;

(a) 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 (*“another party” refers to a public official acting in relation to the procurement process or contract execution*). In this context, *“public official” includes staff and employees of other organizations taking or reviewing procurement decisions.*

(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 (*a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution*).

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level*].

(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 (*a “party” refers to a participant in the procurement process or contract execution*).

(v) “obstructive practice” is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a 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; or acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause (e) below.

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d) will sanction a firm or individual, including declaring in eligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

(2) For suppliers:

If the BPPI determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the BPPI may, after giving 7 days notice to the Supplier, terminate the Supplier's engagement under the Contract and cancel the contract, and the procurement will be made at the risk and cost of the supplier besides blacklisting the bidder for 5 years with forfeiture of Security Deposit apart from other penal actions.

(a) For the purposes of this Sub-Clause:

(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;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence 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 (aa) 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; or (bb) acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for.

26. JURISDICTION

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of Delhi only.

ANNEXURE-I
{ Clause 4.1(a)(i) }
MANUFACTURER'S AGREEMENT WITH MARKETER

To
The CEO
Bureau of Pharma PSUs of India,
IDPL corporate office Complex, Old Delhi-Gurgaon Road,
Dundahera, Gurgaon- 122016 (Haryana)

Dear Sir,

1. We ----- who are established and reputable manufacturer of surgical consumables having factory/factories at -----and hereby declare that we do not market our products. Therefore, we authorize M/S ----- (Name and address) to bid, negotiate and contract with your tender No. BPPI/Surgical-047/2017 dated 02/01/2017 for supply of surgical consumables manufactured by us.
2. No company of the firm or individual other than M/S ----- authorised to bid, negotiate and conclude the contract in regard to this business against this specific tender as also for a business in the entire territory of India.
3. This agreement is valid from -----to ----- (This period will be the date of opening tender till valid one year shelf life of the surgical consumables or period of contract/ price agreement whichever is more.
4. The ex-factory cost of the Surgical consumables being quoted will be provided by us whenever called for. We also undertake that we will not quote a price higher than supplied to any institute in last 6 months. In case our submission is found wrong, we undertake to be liable for punitive action in the form of recovery of excess amount/ withholding of payment/ any other action as deemed appropriate by department.
5. An marketing commission of-----% is included in the gross ex-works price is applicable of
M/s-----
6. We hereby extend our full guarantee and warrantee as per relevant conditions of contract for the goods offered for supply against this invitation for bid by the above firm. In the event of failure by authorized marketer in honoring the contract, we undertake to provide remedial action at the earliest without any additional charges.
7. Our other responsibilities include.

- i. Provision of requisite inspection and testing facilities at our works in respect of supply order placed on our agent.

ii. -----

{Here specify in detail manufacturers responsibilities}

The services to be rendered by the marketer, M/s-----are as under:-

i. -----

ii. -----

{Here specify the services to be rendered by the agent}

8. We certify that neither we, nor our agent is blacklisted/ debarred/de-registered/banned by any Govt. agency.

9. We jointly agree to abide by the following clauses in the contract:

- a) Penalty for use of undue influence.
b) Access to books of accounts.

10. We undertake that CST/ VAT registration number, Permanent Account Number (PAN), last three years Bank Statement of Accounts, Banker details of our authorized agent/ distributor will be provided as and when demanded by the department.

Yours faithfully,

(Name, Signature & Stamp)

(Name, Signature & Stamp)

(Name of Authorized Marketer)

(Name of Manufacturer)

Date:

Date:

NOTE: THIS LETTER OF AUTHORIZATION SHOULD BE ON THE ORIGINAL LETTER HEAD OF THE MANUFACTURING CONCERN AND SHOULD BE INK SIGNED BY BOTH i.e. THE ORIGINAL MANUFACTURER & THE AUTHORIZED MARKETER, BY A PERSON WHO IS COMPETENT AND HAVING THE POWER OF ATTORNEY TO BID THE MANUFACTURER, A COPY OF NOTARIZED POWER OF ATTORNEY SHOULD ALSO BE FURNISHED, NAME, SIGNATURE AND OFFICIAL STAMP OF MANUFACTURER AND MARKETER TO BE APPENDED.

ANNEXURE-II

{ Clause 4.1(a)(i)}

**Copy of Valid agreement by Distributor with
Manufacturer**

UPLOAD THE SCANNED COPY OF Copy of Valid agreement by
Distributor with Manufacturer

ANNEXURE –III Ref. Clause No. 4.1(a)(ii)

DECLARATION

(NOTE:-In case Bid is submitted by the distributor or the Marketer, this declaration is be signed by Distributor/Marketer as well Manufacturer)

I/We M/s. represented by its Proprietor/Managing Partner
/Managing Director having its registered office at
.....and its factory premises at
.....
.....
.....do hereby declare as under:-

(I) that I/we have carefully read all the terms and conditions of tender in ref. no. **BPPI/Surgical-047/2017 dated 02/01/2017** including Amendment(s) to Tender document (if any) issued by Bureau of pharma public sector undertakings of INDIA, GURGAON, 122016 and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

(II) that I/We are holding and have uploaded (a) valid drug license for quoted Surgical consumables,(b) valid WHO-GMP certificate /GMP certificate as per schedule 'M'(**Strike which is not applicable**) for products covered under Drug & Cosmetics Act 1940, (c) 2 years market standing certificate for quoted products issued by licensing authority(for products covered under Drug & Cosmetics Act 1940)/C.A. or ICWA (for non drug products) for quoted Surgical consumables, (d) a certificate manufactured & marketed two batches within 3 years issued by C.A. for quoted Surgical consumables, (e) valid non conviction certificate not older than 6 months(for products covered under Drug & Cosmetics Act 1940), (f) Valid Import license (If applicable) and also enclosed all undertaking/declaration as per Annexure mentioned in the tender document. . On the basis of such undertaking, the price bid shall be opened within a week after opening of technical bid. However, any document uploaded with technical bid is not complying as per undertaking, the contract/agreement shall be cancelled with forfeiture of

EMD/SECURITY DEPOSIT/Bank guarantee against tender no. BPPI/Surgical-047/2017 dated 02/01/2017 along with other action.

(III) I/We declare that we possess the valid drug manufacturing licence and WHO-GMP (World Health Organization-Good Manufacturing Practices) Certificate/GMP certificate as per schedule 'M' (**Strike which is not applicable**) issued by competent authority and complies and continue to comply with the condition lied in schedule M of Drug & cosmetic act, 1940 the rules made there under.

I am / We are aware of the Tender inviting Authority's right to forfeit the Earnest Money Deposit and /or Security Deposit and blacklist me/us for a period of 5 years if, any information furnished by us proved to be false at time the of inspection and not complying the condition as per schedule M of the said Act for a period of five years.

(IV) (a) I do hereby declare that I will supply the surgical consumables as per the design as per enclosures to ANNEXURE XIV enclosed with tender document as well as other instruction given in this regard.

(b) Further, I / we do hereby declare that I will supply the Surgical consumables by affixing logo on Primary/Secondary/ Tertiary packing for the imported items along with the generic name as per the designs given in enclosures to Annexure XIII A as well as other instructions given in this regard.

(V) that in pursuant to the conditions in Clause No. 7.2 of the tender, the Earnest Money Deposit can be forfeited by the Tender Inviting Authority in case of violation of any of the conditions and non-performance of the obligation under tender document.

(VI) that our company/applied items have not been blacklisted/debarred/de-registered/banned due to quality failure of the Surgical consumables supplied either by any State government or Central Government Organization or its surgical consumables procurement agencies for the following products quoted in the tender at the time of submission of bid. Further, quoted Surgical consumables have not been failed in house testing or testing by any State Government/Central Government / its surgical

consumables procurement agencies during last three years. We are eligible to participate in the tender ref. No. **BPPI/Surgical-047/2017 dated 02/01/2017** for the following products:-

S. No.	Item Code	Name of the Surgical consumables

Signed.....

Name
Designation
(Company Seal)

Witness:-(1).....

(2).....

To be attested by the Notary

ANNEXURE-IV

Ref. Clause No. 7.1 & 3(ii)

DETAILS OF E.M.D SUBMITTED

UPLOAD THE SCANNED COPY OF DRAFT/ PAY ORDER/BANK GURANTEE

ANNEXURE-V

Ref. Clause No. 4.1 (f)(i)

(Format for a certificate from the C.A.(Chartered Accountant) or ICWA)

It is certified that M/s _____ has Production & financial capacity to manufacture and deliver the surgical consumables quoted by them in the tender as per quantity & delivery schedule mentioned in tender. This certificate is based on their Manufacturing capacity, inventory of raw Material and financial statement.

Date

(Name, Signature & Stamp)
Registration no.

ANNEXURE -VI**Ref. Clause No. 4.1{f(ii)}****ANNUAL TURNOVER STATEMENT**

The annual Turnover of M/s.for the past three years are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Turnover in Lakhs(Rs.)
1.	2013-14	
2.	2014-15	
3.	2015-16	
TOTAL		Rs.....Lakhs
Average Turnover per annual		Rs.....Lakhs

Date:
Account

Signature of Auditor/Chartered

Seal:

(Name in Capital)

ANNEXURE – VII

Ref. clause 4.1 (g)

LIST OF ITEMS QUOTED

Sl.No.	Details				
1.	Name of the firm and address (As given in Drug licence)				
2.	Drug Licence No. in form 25 & 28 Or import Licence No.				
3.	Date of issue & validity				
4.	WHO-GMP(World Health Organisation-Good Manufacturing Practices) Certificate/GMP certificate as per schedule 'M'(Strike which is not applicable) obtained on				
5.	Non-conviction Certificate Obtained on				
6.	Market standing Certificate Obtained on				
7.	Details of Endorsement for all products quoted :				
Sl.No.	Item Code	Name of surgical consumable	Specifications IP/BP/USP	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name
1.					
2.					
Authorised signatory: Date:					

ANNEXURE – VIII

Ref. Clause 4.1 (r)

CHECK-LIST(Whether Uploaded the documents)**COVER – A**

S.No.	Check List	YES	NO
1.	Checklist - ANNEXURE – VIII		
2.	EMD Rs.50,000/- in the form of Bank Guarantee or Bankers Cheque or Demand Draft uploaded as per ANNEXURE-IV DD No.....Dated.....issued by(name of bank) and delivered to BPPI. Uploaded NSIC certificate for exemption if any.		
3.	Documentary evidence for the constitutions of the company / concern		
4.	Scanned copy of License for the Product duly approved by the Licensing Authority for each and every product quoted		
5.	Scanned copy of Import License, if Imported and whole sale Drug license		
6.	COPP certificate as per WHO format of their Principal Manufacturing company, if imported		
7.	The instruments such as power of attorney, Resolution of board etc.,		
8.	Authorization letter nominating a responsible Person of the tenderer to transact the business with the Tender inviting Authority		
9.	by the Licensing Authority(For product covered under drugs & cosmetics Act,1940).		
10.	Scanned copy of Market Standing Certificate issued by C.A.or ICWA(For non Products)		
11.	A certificate from their C.A.or ICWA that manufactured at least 2 commercial batch in last three years.		
12.	Scanned copy of WHO-GMP(World Health Organisation-Good Manufacturing Practices) Certificate/GMP certificate as per schedule 'M'(Strike which is not applicable) for product covered under drugs & cosmetics Act,1940		
13.	Scanned copy of Non Conviction Certificate issued by the licensing authority not older than 6 months for product covered under drugs & cosmetics Act,1940		

14.	Scanned copy of Latest Sales Tax Clearance Certificate/returns filed.		
15.	Scanned copy of Latest income tax assessment orders/returns filed.		
16.	Scanned copy of ANNEXURE-I (Agreement with Manufacturer) if any , original Annexure I delivered to BPPI.		
17.	Scanned copy of agreement by distributor with manufacturer ANNEXURE-II		
18.	Scanned copy of ANNEXURE –III (Declaration for eligibility in participating the tender) and original Annexure III delivered to BPPI.		
19.	Scanned copy of ANNEXURE V{ certificate from the C.A.(Chartered Accountant) or ICWA that the bidder has Production & financial capacity} and original certificate delivered to BPPI.		
20.	Scanned copy of ANNEXURE -VI (Annual Turnover Statement for three years of Manufacturer.)		
21.	Scanned copy of ANNEXURE - VII(List of Items quoted without rates) .		
21.	Scanned copy of ANNEXURE-XI (Details for Manufacturing Capacity & Batch Size)		
22.	Scanned copy of ANNEXURE—XV (Mandate form)		

NOTE:-EMD instrument, ANNEXURE I(if applicable) , ANNEXURE III and ANNEXURE V {a certificate from the C.A.(Chartered Accountant) or ICWA that the bidder has Production & financial capacity} are to be delivered in original to BPPI, Gurgaon on or before the time stipulated against ‘ Bid Submission End Date and time ’.

Name and signature of authorised signatory (with company seal)

.....

Annexure -IX**Clause 8.1 &8.2**

Bureau of Pharma Public Sector Undertakings of India, Gurgaon
Tender for supply of surgical consumables (Tender No. BPPI/Surgical– 047/2017
dated 02 /01/2017)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Sr. No.	Item Code	Name and description of Items	USP Size	Unit Size	Pack Size	Tender quantity in units size
1	5001	Absorbent Cotton Wool I.P. 75 gm (Non Sterile)		1's	1x180	200,000
2	5002	Absorbent Cotton Wool I.P. 200gm (Non Sterile)		1's	1x120	200,000
3	5003	Absorbent Cotton Wool I.P. 500gm (Non Sterile)		1's	1X60	100,000
4	5004	Crape Bandage B.P. 15 cmX4 meter		12	1X10X12	100,000
5	5005	Crape Bandage B.P. 10 cmX4 meter		12	1X10X12	100,000
6	5006	Cotton Bandages(Non Sterile) , Size 7.5 cmX4M as per Schedule F-II		1X12	12x50	100,000
7	5007	Cotton Bandages(Non Sterile) , Size 10 cmX4M as per Schedule – FII		1X12	12x50	100,000
8	5008	Cotton Bandages(Non Sterile) , Size 15 cmX4M as per Schedule F-II		1X12	12x50	100,000
9	5009	Adhesive Bandages Washproof 19 mmx72 mm or 19mm X 70 mm containing Benzalkonium Chloride Solution IP eq. to Benzalkonium Chloride 0.5%W/W		1's	One	500,000

10	5010	Sterile Hypodermic Syringe with Needle attached, 24G , Single use-2ml, IS 12050 [Syringe 2 ml with needle 24 G (Sterile, single use, disposable, as per BIS)]		1's	1x100	1,500,000
11	5011	Sterile Hypodermic Syringe with Needle attached, 24G , Single use-5ml, IS 12050 [Syringe 5 ml with needle 24G (Sterile, single use, disposable, as per BIS)]		1's	1x100	1,500,000
12	5012	Sterile Hypodermic Syringe with Needle attached, 21G , Single use-10ml, [Syringe 10 ml with needle 21G (Sterile, single use, disposable, as per BIS)]		1's	1x50	1,000,000
13	5013	Sterile Hypodermic Syringe with Needle attached, 23G , Single use-20ml, [Syringe 20 ml with needle 23G (Sterile, single use, disposable, as per BIS)]		1's	1x20	500,000
14	5014	Needle 16G (Sterile, single use, disposable, as per BIS)		1's	1X100	1,000,000
15	5015	Needle 18G (Sterile, single use, disposable, as per BIS)		1's	1X100	1,000,000
16	5016	Needle 23G (Sterile, single use, disposable, as per BIS)		1's	1X100	2,000,000
17	5017	Needle 26G X ½” (1.27cm)(Sterile, single use, disposable, as per BIS)		1's	1X100	2,000,000
18	5018	Needle 26G X 1½” (Sterile, single use, disposable).		1's	One	500000
19	5019	Paper Adhesive Plaster 1" X 9.0 mts Non woven adhesive tape		1's	One	200,000
20	5020	Paper Adhesive Plaster 2" X 9.0 mts Non woven adhesive tape		1's	One	200,000
21	5021	Paper Adhesive Plaster 3" X 9.0 mts Non woven adhesive tape		1's	One	100,000

22	5022	Plaster of Paris Bandages BP 15cm X 2.7mts / Roll		1's	One	50,000
23	5023	Plaster of Paris Bandages BP 10cm X 2.7mts / Roll		1's	One	50,000
24	5024	Scalp Vein Set (Disposable) Size 18G Sterile ,Soft, kink resistant, non-toxic, non irritant tube		1's	One	100,000
25	5025	Scalp Vein Set (Disposable) Size 20G, Sterile ,Soft, kink resistant, non-toxic, non irritant tube		1's	One	100,000
26	5026	Scalp Vein Set (Disposable) Size 22G,Sterile ,Soft, kink resistant, non-toxic, non irritant tube		1's	One	100,000
27	5027	Scalp Vein Set (Disposable) Size 24G Sterile ,Soft, kink resistant, non-toxic, non irritant tube		1's	One	100,000
28	5028	Surgical Blade, Sterile ,Size 11 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
29	5029	Surgical Blade, Sterile ,Size 15 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
30	5030	Surgical Blade, Sterile ,Size 22 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
31	5039	Sterile Disposable Spinal Needle for Single Use 22G x 3 ½ inch	22	1's	1'sX25	6,000
32	5040	Sterile Disposable Spinal Needle for Single Use 25G x 3 ½ inch	25	1's	1'sX25	6,000
33	5041	Urine Collecting Bag, Disposable, 2000 ml ,Kink resistant flexible tubing not less than 90 cm in length ,Should have non-return valve ,Top drainage outlet		1's	25 pcs ply pack	50,000

		,Graduated Bag				
34	5065	ABDOMINAL DRAIN KIT, STERILE ,HAVING DRAINAGE CATHETER AND COLLECTION BAG {2000 ml }size 24 Graduated Bag ,Soft drainage catheter 50 cm long, with radio opaque line ,Catheter with markings at 2 cm interval		1's	Box of 10	10,000
35	5066	ABDOMINAL DRAIN KIT, STERILE ,HAVING DRAINAGE CATHETER AND COLLECTION BAG {2000 ml }size 28 Graduated Bag ,Soft drainage catheter 50 cm long, with radio opaque line ,Catheter with markings at 2 cm interval		1's	Box of 10	10,000
36	5070	sterilized umbilical cotton tape width 3 mm , length 75 cm		1's	one	6,000
37	5071	Bone Wax (Sterilised) 2gm per Packet		1's	one	6,000
38	5073	Crepe Bandage B.P. 6 cmX4 meter		12	1x10	100,000
39	5074	<i>A.V.Fistula Needle (Pair)15G</i>		1's	1's	10,000
40	5075	<i>A.V.Fistula Needle (Pair)16G</i>		1's	1's	10,000
41	5076	<i>A.V.Fistula Needle (Pair)17G</i>		1's	1's	10,000
42	5077	Malaria diagnostic tester P.f./pan		1's	1'sX10	10,000
43	5078	dengue diagnostic strip		1's	1'sX10	10,000
44	5079	Pregnancy diagnostic tester		1's	1'sX10	10,000
45	5080	Sterile Disposable Spinal Needle for Single Use 23G x 3 ½ inch	23	1's	1'sX25	10,000
46	5081	Sterile Disposable Spinal Needle for Single Use 26G x 3 ½ inch	26	1's	1'sX25	10,000
47	5082	Sterile Disposable Spinal Needle for Single Use 27G x 3 ½ inch	27	1's	1'sX25	10,000

48	5083	Ear buds 100% COTTON ,IDEAL SIZEFOR CLEANING		60 swab	1's	300000
49	5084	Surgical Blade, Sterile ,Size 10 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
50	5085	Surgical Blade, Sterile ,Size 12 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
51	5086	Surgical Blade, Sterile ,Size 16 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
52	5087	Surgical Blade, Sterile ,Size 21 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
53	5088	Surgical Blade, Sterile ,Size 23 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
54	5089	Surgical Blade, Sterile ,Size 24 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
55	5090	Surgical Blade, Sterile ,Size 25 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.		1's	100Blades/ Packet	50,000
56	5091	Micropore Surgical PAPER TAPE ALL SIZE 5cmx5m		6rolls/box	1 box	30000
57	5092	Micropore Surgical PAPER TAPE ALL SIZE 2.5cmx5m		6rolls/box	1 box	30000
58	5093	Micropore Surgical PAPER TAPE ALL SIZE 1.25cmx5m		6rolls/box	1 box	30000

59	5094	sterile gauze pad size 2"X2"		10's	10'sX10	100000
60	5095	sterile gauze pad size 3"X3"		10's	10'sX10	100000
61	5096	sterile gauze pad size 4"X4"		10's	10'sX10	100000
62	5097	Alcohol Swab (Spirit Swab)		1's	1'sX10	300000
63	6001	Disposable Sterile Surgical Rubber Gloves, Size 6 ½ Inches, Conforms to IS 13422,ISI marked / CE certified / FDA approved		Pair	PairX10	300,000
64	6002	Disposal sterile surgical rubber gloves size 7 inches ,Conforms to IS 13422,ISI marked / CE certified / FDA approved		Pair	PairX10	300,000
65	6003	Disposal sterile surgical rubber gloves size 7 1/2 inches ,Conforms to IS 13422,ISI marked / CE certified / FDA approved		Pair	PairX10	300,000
66	6004	DISPOSABLE STERILE SURGICAL RUBBER GLOVES SIZE 8 INCHES , Conforms to IS 13422 ,ISI marked / CE certified / FDA approved		PAIR	PairX10	300,000
67	6005	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Extra Small Conforms to IS 15354		1's	Box of 100 Gloves	10,000
68	6006	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Small Conforms to IS 15354		1's	Box of 100 Gloves	50,000
69	6007	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Medium Conforms to IS 15354		1's	Box of 100 Gloves	50,000
70	6008	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Large Conforms to IS		1's	Box of 100 Gloves	50,000

		15354				
71	6009	SURGICAL CAP, DISPOSABLE { FOR SURGEONS/ NURSES } ,Should be manufactured from non woven fabric ,Elastic strip stitched on the back for proper grip on the forehead ,Blue /Green colour ,		1's	Box of 100's	100,000
72	6015	SUCTION CATHETER , STERILE SIZE , FG 14,Length 50 cm (min.)		1's	Box of 100's	20,000
73	6016	SUCTION CATHETER , STERILE SIZE , FG 16, Length 50 cm (min.)		1's	Box of 100's	20,000
74	6017	SUCTION CATHETER , STERILE SIZE , FG ,18, Length 50 cm (min.)		1's	Box of 100's	20,000
75	6018	SUCTION CATHETER , STERILE SIZE , FG 20, Length 50 cm (min.)		1's	Box of 100's	20,000
76	6020	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 8 FG,conform to BP,Balloon capacity 3- 5 ml/30-50 ml		1's	Box of 10 pcs	10,000
77	6021	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 10 FG,conform to BP,Balloon capacity 3- 5 ml/30-50 ml		1's	Box of 10 pcs	10,000
78	6022	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size ,16 FG,,conform to BP,Balloon capacity 3- 5 ml/30-50 ml		1's	Box of 10 pcs	10,000
79	6023	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size ,18FG,conform to ,Balloon		1's	Box of 10 pcs	10,000

		capacity 3- 5 ml/30-50 ml				
80	6024	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 20FG,conform to BP,Balloon capacity 3- 5 ml/30-50 ml		1's	Box of 10 pcs	10,000
81	6025	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size ,22FG ,conform to BP,Balloon capacity 3- 5 ml/30-50 ml		1's	Box of 10 pcs	10,000
82	6026	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, 24FG ,conform to BP,Balloon capacity 3- 5 ml/30-50 ml		1's	Box of 10 pcs	10,000
83	6030	sterile disposable perfusion set with airway and needle { adult use },150 cm long smooth kink resistant tubing ,21 G needle ,		1's	One	500,000
84	6031	sterile disposable perfusion set { infusion set } with airway and needle { paediatric use } soft and smooth kink resistant PVC tubing ,23 G needle ,		1's	One	100,000
85	6032	sterile disposable infusion set with microdrip {I.V.} ,,150 cm long smooth kink resistant tubing		1's	One	20,000
86	6033	Insulin syringe (40 units) with (fixed) 30 G needle conform to IS 12227		1's	One	25,000
87	6034	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size 16G		1's	One	30,000
88	6035	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size		1's	One	300,000

		18G				
89	6036	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size 20G		1's	One	300,000
90	6037	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size 22G)		1's	One	200,000
91	6038	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated . Size 24G suitable for paediatric & neonatal use		1's	One	100,000
92	6042	Blood administration set / Blood transfusion set		1's	One	20,000
93	6050	Knee Cap Small		pair	PairX10	10,000
94	6051	Knee Cap Medium		pair	PairX10	10,000
95	6052	Knee Cap Large		pair	PairX10	10,000
96	6053	Disposable Sterile Surgical Rubber Gloves, Size 6 ½ Inches, Conforms to IS 13422,ISI marked / CE certified / FDA approved		Pair	PairX10	300,000
97	7001	Hot water Bag SIZE 25.5cmx17.8cm(10"x7")BS:1970: 2012		1's	One	30,000
98	7002	Clinical Thermometer As per IS 3055 (Part-1) Specification, GLASS		1's	One	10,000
99	7003	Sanitary Napkins Regular with wings as Per IS Specification No.5405:1980		PACK	6 napkins/ pack	100,000
100	7004	Adult Diapers Medium		1's	One	50000
101	7005	Adult Diapers Large		1's	One	30000

102	7006	Adult Diapers Extra Large , Extra Large (1030 mm X 850 mm)		1's	One	30000
103	7007	Baby Diapers Small , Material Polyethylene , Length/Width 405 mm , product 290 mm Wt. 18-29 gm.		1's	One	100000
104	7008	Baby Diapers Medium		1's	1'sX10	100,000
105	8080	FACE MASK , DISPOSABLE ,Should be manufactured from non woven poly prop fabric ,Should be 3 ply construction ,Should have high Bacterial filtration efficiency ,Should be heat sealed to keep 3 layers together ,Standard Size 17.5 x 9 cm ,Colour Green / Blue ,There should be a string each at all four corners, length of string should be 40 cm		1's	1'sx100	500,000
106	8081	URINE COLLECTING BAG FOR NEW BORN / PAEDIATRIC URINE COLLECTING BAG Should have suitability for both male and female patients ,Capacity 100 ml ,Sterile		1's	one	100,000
107	8083	a--Sanitary Napkin, Beltless 1. Covering – Covering of the absorbent filler shall be good quality knitted sleeve or non-woven fabric which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. The napkins shall have a non absorbent barrier on one side which shall have an identifying mark indicating the side of the barrier.2. Absorbent Filler – The filler material shall consist of cellulose pulp/ wadding, and shall be free from lumps, oil spots, dirt or foreign material, etc.3. Back Strip – A back strip for sticking the sanitary napkin onto		PACK	6 napkins/ pack	100,000

		the underwear should be there using good quality adhesive material.4. Size - The size of absorbent section / complete sanitary napkin shall be as follows: (in mm) Absorbent section Total Pad Length 210 +_ 10 230 +_ 10Width 60 to 75 70 to 85Thickness 8 +_ 25. Weight : Not more than 10 gm				
108	8084	b--Sanitary Napkin, Belt-type 1. Covering – Covering of the absorbent filler shall be good quality knitted sleeve or non-woven fabric which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. The napkins shall have a non absorbent barrier on one side which shall have an identifying mark indicating the side of the barrier. 2. Absorbent Filler – The filler material shall consist of cellulose pulp/ wadding, and shall be free from lumps, oil spots, dirt or foreign material, etc. 3. Size - The size of absorbent section / complete sanitary napkin shall be as follows: (in mm) Absorbent section Pad Length 220 +_ 10 Width 70 +_ 5 Thickness 17 +_ 3 4. Weight : 12 +_ 3 gm 5. Pack – Six napkins in a pack. 6. Elastic Belt with loops shall be provided in each pack. 7. Absorbency: The napkin should be able to absorb not less than 30 ml of normal saline or coloured water or test fluid when poured on to the centre of the		PACK	6 napkins/ pack	100,000

		napkin at the rate of 15 ml per minute.				
109	8085	Oxygen Mask, Size: Paed		1's	1's	10,000
110	8086	Oxygen Mask, Size: Adult		1's	1's	10,000
111	8087	Automatic Snap-Out Folding Walking Cane Stick with Adjustable Length - Color: Copper Easy & Quick to Use Walking Cane for Treks, Casual Walks or Outdoor Travel. Release The Stick and 4 Folding Sections Snap Out Automatically to Make a Rigid Cane. Lightweight Anodized Aluminum Pole. Contour Grip Handle with Rubber Bottom. Sections Folds Conveniently In Its Own Wallet. Adjustable Length: 33 inch to 37 inch. Package Contains 1Pc Adjustable Metal Walking Cane.		1's	1's	30000
112	8088	Walking Stick with three supporter-light weight length 33 inch to 37 inch		1's	1's	30000
113	8089	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color - Large 36-40 inch (Length 20 cm, 25 cm width)		1's	1's	30000
114	8090	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color - Small 28- 32 inch (Length 20 cm, 25 cm width)		1's	1's	30000
115	8091	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color Medium 32-36 inch (Length 20 cm, 25 cm width)		1's	1's	30000

116	8092	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color X-Large 36-40 inch (Length 20 cm, 25 cm width)		1's	1's	30000
117	8093	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color XX-Large 44-48 inch (Length 20 cm, 25 cm width)		1's	1's	30000
118	8094	Abdominal Belt Velcro color-Cream color (Length 20 cm, 25 cm width)		1's	1's	30000
119	8095	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size Small (7.2- 8.4 inch)		1's	1's	30000
120	8096	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size Medium 8.4-9.6 inch		1's	1's	30000
121	8097	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size Large 9.6-10.8 inch		1's	1's	30000
122	8098	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size X-Large 10.8- 12 inch		1's	1's	30000
123	8099	Cervical Collar -designed to meet the needs of ambulatory patients over and extended time. Technologically advanced		1's	1's	30000

		Sorbatex padding adds long term comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering Small- 3-3.5 inch				
124	8100	Cervical Collar designed to meet the needs of ambulatory patients over and extended time. Technologically advanced Sorbatex padding adds long term comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering Medium - 3.5-4 inch		1's	1's	30000
125	8101	Cervical Collar designed to meet the needs of ambulatory patients over and extended time. Technologically advanced Sorbatex padding adds long term comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering Large 4-4.5 inch		1's	1's	30000
126	8102	Cervical Collar designed to meet the needs of ambulatory patients over and extended time. Technologically advanced Sorbatex padding adds long term comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering X-Large - 4.5-		1's	1's	30000

		5 inch				
127	8103	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb support • Convenient application Small Wrist Circle-6, Length-7"		1's	1's	30000
128	8104	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb support • Convenient application Medium Wrist Circle-6-7.5 , Length-7'		1's	1's	30000
129	8105	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb support • Convenient application Large Wrist Circle-7.5- 8.5 , Length-8"		1's	1's	30000
130	8106	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the		1's	1's	30000

		ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb support • Convenient application X-Large Wrist Circle- 8.5 and above , Length-8"				
131	8107	Knee Brace Belt - Excellent Support and Targeted Pain Relief • May Relieve the Pain Associated with Mild Osteoarthritis (OA) of the Knee • Unilateral Hinge and Strapping Configuration Apply Corrective Force to Offload the Affected Side of the Joint • Wrap-Around, Patient-Friendly Design - Easy to Apply to Swollen Tender Knees • Neoprene Provides Therapeutic Warmth to Soothe the Aching Joint • Support Straps Allow for Adjustable Compression • Available in Medial and Lateral Designs for Left and Right Knee Applications • Interchangeable Condyle Pads for Day-to-Day Adjustment Size- Small 14-15 fits		1's	1's	30000
132	8108	Knee Brace Belt - Excellent Support and Targeted Pain Relief • May Relieve the Pain Associated with Mild Osteoarthritis (OA) of the Knee • Unilateral Hinge and Strapping Configuration Apply Corrective Force to Offload the Affected Side of the Joint • Wrap-Around, Patient-Friendly Design - Easy to Apply to Swollen Tender Knees • Neoprene Provides Therapeutic Warmth to Soothe the Aching Joint • Support Straps Allow for Adjustable Compression • Available in Medial and Lateral Designs for Left and Right Knee Applications • Interchangeable Condyle Pads for Day-to-Day Adjustment Size- Medium 16-17		1's	1's	30000

		fits				
133	8109	Knee Brace Belt - Excellent Support and Targeted Pain Relief • May Relieve the Pain Associated with Mild Osteoarthritis (OA) of the Knee • Unilateral Hinge and Strapping Configuration Apply Corrective Force to Offload the Affected Side of the Joint • Wrap-Around, Patient-Friendly Design - Easy to Apply to Swollen Tender Knees • Neoprene Provides Therapeutic Warmth to Soothe the Aching Joint • Support Straps Allow for Adjustable Compression • Available in Medial and Lateral Designs for Left and Right Knee Applications • Interchangeable Condyle Pads for Day-to-Day Adjustment Size- Large 18-19 fits		1's	1's	30000
134	8110	UROMETER - Three Chamber system Measuring glass capacity : 400ml Urine collection bag for convenient drainage of urine.,Inlet tube 120cm-170cm Sampling Port (needleless), Bed-Sheet Clamp,Drainage control knob effectively drains urine.,Hanger & string for convenient and firm fixing of the urine meter to the upper side frame of the bed, Anti-reflux drip chamber.,Exact and fine scaling for timed measurements,Urine sampling points at connector and measuring glass,Germs and liquid tight, hydrophobic coated filter for pressure equalisation Long, highly flexible and bend-protected tube,Single hand, easily operated outlet valve,Sterile by ETO		1's	1's	30000

135	8111	Urometer- Single Chamber System Measuring glass: 500ml Urine collection bag for convenient drainage of urine.,Inlet tube 120cm-170cm Sampling Port,Bed-Sheet Clamp,Drainage control knob effectively drains urine. Hanger & string for convenient and firm fixing of the urine meter to the upper side frame of the bed.,Anti-reflux drip chamber.,Exact and fine scaling for timed measurements,Urine sampling points at connector and measuring glass Germs and liquid tight, hydrophobic coated filter for pressure equalisation Long, highly flexible and bend-protected tube,Single hand, easily operated outlet valve,Latex Free,Sterile by ETO		1's	1's	30000
136	8112	Urometer -Single Chamber System Measuring glass: 250ml Urine collection bag for convenient drainage of urine.Inlet tube 120cm-170cm Drainage control knob effectively drains urine.Hanger & string for convenient and firm fixing of the urine meter to the upper side frame of the bed.Exact and fine scaling for timed measurements Germs and liquid tight.Highly flexible and bend-protected tube Single hand, easily operated outlet valve Latex Free Sterile ETO		1's	1's	30000
137	8113	Hernia Belt - made from good quality surgical Elastic with elasticated straps, pads can be adjusted. Size Universal		1's	1's	30000
138	8114	E.C.G Electrodes Liquid gel system, Long time duration,Foam/		1's	1's	30000

		Aggressive, Dimension (HxWxT) 50X48X1 mm				
139	8115	Vacuum Extractor Set , manual operated. Complete with 3 stainless steel cups (40, 50, 60mm). Autoclavable Silicone pressure tube, Traction handle. Suction pump, glass jar fitted between M.S. Basket with vacuum gauge and control valve.		1's	1's	30000
140	8116	IV Cannula Fixer Good aesthetic appeal due to woven fast edges, Moisture responsive High Moisture vapour Transmission rate Film, Low allergy grid pattern adhesive, Porous adhesive to allow skin breathing, Easy and Painless remove, because of thin-non adhesive edges and leaves no residue after remove. Medium : 6cm x 5cm		1's	1's	30000
141	8117	Cervical Pillow - Designed to decrease morning pain and stiffness , Height 12.3 Centimeters, Length 20.3 Centimeters, Width 3.08 Meters, Weight 680 Grams, Material Polyester, Shell Soft		1's	1's	30000
142	8118	Sample Blood Collection Needles With Hub with optical venipuncture control can make an important contribution to simplifying blood collection routine for phlebotomists. The needle has a transparent plastic hub, which functions as a view window. If venipuncture is successful, the view window is coloured red due to the blood flow. YELLOW 20G(0.90mm)-1"(38mm)		12 set	12 setx10	10000
143	8119	Sample Blood Collection Needles With Hub with optical		12 SET	12 setx10	10000

		venipuncture control can make an important contribution to simplifying blood collection routine for phlebotomists. The needle has a transparent plastic hub, which functions as a view window. If venipuncture is successful, the view window is coloured red due to the blood flow. GREEN 21G Size (0.80mm)-1"(25mm)				
144	8120	Sample Blood Collection Needles With Hub with optical venipuncture control can make an important contribution to simplifying blood collection routine for phlebotomists. The needle has a transparent plastic hub, which functions as a view window. If venipuncture is successful, the view window is coloured red due to the blood flowBLACK 22G(0.70mm)-1"(25mm)		12 SET	12 setx10	10000

ANNEXURE –X(Ref:-Clause 7.1)

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(herein after called the

“tenderer”) has submitted their offer
dated..... for the supply

Of surgical consumables (hereinafter called the “tender”) against the purchaser’s tender enquiry No. BBPI/SURGICAL-047/2017 KNOW ALL MEN by these presents that WE of having our registered office at are bound unto Bureau of Pharma Public Sector Undertakings of India Gurgaon/Delhi(hereinafter called the “Purchaser) in the sum of Rs. fifty thousand only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of2017.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 31.10.2017 and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Annexure – XI

{Ref:- clause 8.1(ii)}

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Sr. No.	Item Code	Name and description of Items	Unit Size	Tender Approx Qty. in unit size	Manufacturing Capacity per year in Unit size	Manufacturing Batch Size in Unit size
1	5001	Absorbent Cotton Wool I.P. 75 gm (Non Sterile)	1's	200,000		
2	5002	Absorbent Cotton Wool I.P. 200gm (Non Sterile)	1's	200,000		
3	5003	Absorbent Cotton Wool I.P. 500gm (Non Sterile)	1's	100,000		
4	5004	Crape Bandage B.P. 15 cmX4 meter	12	100,000		
5	5005	Crape Bandage B.P. 10 cmX4 meter	12	100,000		
6	5006	Cotton Bandages(Non Sterile) , Size 7.5 cmX4M as per Schedule F-II	1X12	100,000		
7	5007	Cotton Bandages(Non Sterile) , Size 10 cmX4M as per Schedule –FII	1X12	100,000		
8	5008	Cotton Bandages(Non Sterile) , Size 15 cmX4M as per Schedule F-II	1X12	100,000		
9	5009	Adhesive Bandages Washproof 19 mmx72 mm or 19mm X 70 mm containing Benzalkonium Chloride Solution IP eq. to Benzalkonium Chloride 0.5%W/W	1's	500,000		
10	5010	Sterile Hypodermic Syringe with Needle attached, 24G , Single use-2ml, IS 12050 [Syringe 2 ml with needle 24 G (Sterile, single use, disposable, as per BIS)]	1's	1,500,000		
11	5011	Sterile Hypodermic Syringe with Needle attached, 24G , Single use-5ml, IS 12050 [Syringe 5 ml with needle 24G (Sterile, single use, disposable, as per BIS)]	1's	1,500,000		
12	5012	Sterile Hypodermic Syringe with Needle attached, 21G , Single use-10ml, [Syringe 10 ml with needle 21G (Sterile, single use, disposable, as per BIS)]	1's	1,000,000		

13	5013	Sterile Hypodermic Syringe with Needle attached, 23G , Single use-20ml, [Syringe 20 ml with needle 23G (Sterile, single use, disposable, as per BIS)]	1's	500,000		
14	5014	Needle 16G (Sterile, single use, disposable, as per BIS)	1's	1,000,000		
15	5015	Needle 18G (Sterile, single use, disposable, as per BIS)	1's	1,000,000		
16	5016	Needle 23G (Sterile, single use, disposable, as per BIS)	1's	2,000,000		
17	5017	Needle 26G X ½” (1.27cm)(Sterile, single use, disposable, as per BIS)	1's	2,000,000		
18	5018	Needle 26G X 1½” (Sterile, single use, disposable).	1's	500000		
19	5019	Paper Adhesive Plaster 1" X 9.0 mts Non woven adhesive tape	1's	200,000		
20	5020	Paper Adhesive Plaster 2" X 9.0 mts Non woven adhesive tape	1's	200,000		
21	5021	Paper Adhesive Plaster 3" X 9.0 mts Non woven adhesive tape	1's	100,000		
22	5022	Plaster of Paris Bandages BP 15cm X 2.7mts / Roll	1's	50,000		
23	5023	Plaster of Paris Bandages BP 10cm X 2.7mts / Roll	1's	50,000		
24	5024	Scalp Vein Set (Disposable) Size 18G Sterile ,Soft, kink resistant, non-toxic, non irritant tube	1's	100,000		
25	5025	Scalp Vein Set (Disposable) Size 20G, Sterile ,Soft, kink resistant, non-toxic, non irritant tube	1's	100,000		
26	5026	Scalp Vein Set (Disposable) Size 22G,Sterile ,Soft, kink resistant, non-toxic, non irritant tube	1's	100,000		
27	5027	Scalp Vein Set (Disposable) Size 24G Sterile ,Soft, kink resistant, non-toxic, non irritant tube	1's	100,000		
28	5028	Surgical Blade, Sterile ,Size 11 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
29	5029	Surgical Blade, Sterile ,Size 15 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
30	5030	Surgical Blade, Sterile ,Size 22 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
31	5039	Sterile Disposable Spinal Needle for Single Use 22G x 3 ½ inch	1's	6,000		

32	5040	Sterile Disposable Spinal Needle for Single Use 25G x 3 ½ inch	1's	6,000		
33	5041	Urine Collecting Bag, Disposable, 2000 ml ,Kink resistant flexible tubing not less than 90 cm in length ,Should have non-return valve ,Top drainage outlet ,Graduated Bag	1's	50,000		
34	5065	ABDOMINAL DRAIN KIT, STERILE ,HAVING DRAINAGE CATHETER AND COLLECTION BAG {2000 ml }size 24 Graduated Bag ,Soft drainage catheter 50 cm long, with radio opaque line ,Catheter with markings at 2 cm interval	1's	10,000		
35	5066	ABDOMINAL DRAIN KIT, STERILE ,HAVING DRAINAGE CATHETER AND COLLECTION BAG {2000 ml }size 28 Graduated Bag ,Soft drainage catheter 50 cm long, with radio opaque line ,Catheter with markings at 2 cm interval	1's	10,000		
36	5070	sterilized umbilical cotton tape width 3 mm , length 75 cm	1's	6,000		
37	5071	Bone Wax (Sterilised) 2gm per Packet	1's	6,000		
38	5073	Crepe Bandage B.P. 6 cmX4 meter	12	100,000		
39	5074	A.V.Fistula Needle (Pair)15G	1's	10,000		
40	5075	A.V.Fistula Needle (Pair)16G	1's	10,000		
41	5076	A.V.Fistula Needle (Pair)17G	1's	10,000		
42	5077	Malaria diagnostic tester P.f./pan	1's	10,000		
43	5078	dengue diagnostic strip	1's	10,000		
44	5079	Pregnancy diagnostic tester	1's	10,000		
45	5080	Sterile Disposable Spinal Needle for Single Use 23G x 3 ½ inch	1's	10,000		
46	5081	Sterile Disposable Spinal Needle for Single Use 26G x 3 ½ inch	1's	10,000		
47	5082	Sterile Disposable Spinal Needle for Single Use 27G x 3 ½ inch	1's	10,000		
48	5083	Ear buds 100% COTTON ,IDEAL SIZEFOR CLEANING	60 swab	300000		
49	5084	Surgical Blade, Sterile ,Size 10 Single peel pack in metal foil ,be	1's	50,000		

		smooth and free from tool marks and any sign of corrosion.				
50	5085	Surgical Blade, Sterile ,Size 12 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
51	5086	Surgical Blade, Sterile ,Size 16 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
52	5087	Surgical Blade, Sterile ,Size 21 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
53	5088	Surgical Blade, Sterile ,Size 23 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
54	5089	Surgical Blade, Sterile ,Size 24 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
55	5090	Surgical Blade, Sterile ,Size 25 Single peel pack in metal foil ,be smooth and free from tool marks and any sign of corrosion.	1's	50,000		
56	5091	Micropore Surgical PAPER TAPE ALL SIZE 5cmx5m	6rolls/box	30000		
57	5092	Micropore Surgical PAPER TAPE ALL SIZE 2.5cmx5m	6rolls/box	30000		
58	5093	Micropore Surgical PAPER TAPE ALL SIZE 1.25cmx5m	6rolls/box	30000		
59	5094	sterile gauze pad size 2"X2"	10's	100000		
60	5095	sterile gauze pad size 3"X3"	10's	100000		
61	5096	sterile gauze pad size 4"X4"	10's	100000		
62	5097	Alcohol Swab (Spirit Swab)	1's	300000		
63	6001	Disposable Sterile Surgical Rubber Gloves, Size 6 ½ Inches, Conforms to IS 13422,ISI marked / CE certified / FDA approved	Pair	300,000		
64	6002	Disposal sterile surgical rubber gloves size 7 inches ,Conforms to IS 13422,ISI marked / CE certified / FDA approved	Pair	300,000		
65	6003	Disposal sterile surgical rubber gloves size 7 1/2 inches ,Conforms to IS 13422,ISI	Pair	300,000		

		marked / CE certified / FDA approved				
66	6004	DISPOSABLE STERILE SURGICAL RUBBER GLOVES SIZE 8 INCHES , Conforms to IS 13422 ,ISI marked / CE certified / FDA approved	PAIR	300,000		
67	6005	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Extra Small Conforms to IS 15354	1's	10,000		
68	6006	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Small Conforms to IS 15354	1's	50,000		
69	6007	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Medium Conforms to IS 15354	1's	50,000		
70	6008	Rubber examination gloves made of natural rubber latex. Non-sterile,Size: Large Conforms to IS 15354	1's	50,000		
71	6009	SURGICAL CAP, DISPOSABLE { FOR SURGEONS/ NURSES } ,Should be manufactured from non woven fabric ,Elastic strip stitched on the back for proper grip on the forehead ,Blue /Green colour ,	1's	100,000		
72	6015	SUCTION CATHETER , STERILE SIZE , FG 14,Length 50 cm (min.)	1's	20,000		
73	6016	SUCTION CATHETER , STERILE SIZE , FG 16, Length 50 cm (min.)	1's	20,000		
74	6017	SUCTION CATHETER , STERILE SIZE , FG ,18, Length 50 cm (min.)	1's	20,000		
75	6018	SUCTION CATHETER , STERILE SIZE , FG 20, Length 50 cm (min.)	1's	20,000		
76	6020	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 8 FG,conform to BP,Balloon capacity 3- 5 ml/30-50 ml	1's	10,000		
77	6021	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 10 FG,conform to BP,Balloon	1's	10,000		

		capacity 3- 5 ml/30-50 ml				
78	6022	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size ,16 FG,,conform to BP,Balloon capacity 3- 5 ml/30-50 ml	1's	10,000		
79	6023	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size ,18FG,conform to ,Balloon capacity 3- 5 ml/30-50 ml	1's	10,000		
80	6024	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 20FG,conform to BP,Balloon capacity 3- 5 ml/30-50 ml	1's	10,000		
81	6025	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size ,22FG ,conform to BP,Balloon capacity 3- 5 ml/30-50 ml	1's	10,000		
82	6026	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, 24FG ,conform to BP,Balloon capacity 3- 5 ml/30-50 ml	1's	10,000		
83	6030	sterile disposable perfusion set with airway and needle { adult use },150 cm long smooth kink resistant tubing ,21 G needle ,	1's	500,000		
84	6031	sterile disposable perfusion set { infusion set } with airway and needle { paediatric use } soft and smooth kink resistant PVC tubing ,23 G needle ,	1's	100,000		
85	6032	sterile disposable infusion set with microdrip {I.V.} ,,150 cm long smooth kink resistant tubing	1's	20,000		
86	6033	Insulin syringe (40 units) with (fixed) 30 G needle conform to IS 12227	1's	25,000		
87	6034	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size 16G	1's	30,000		
88	6035	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size 18G	1's	300,000		
89	6036	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size	1's	300,000		

		20G				
90	6037	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated 3 Way stop cock. Size 22G)	1's	200,000		
91	6038	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula with integrated . Size 24G suitable for paediatric & neonatal use	1's	100,000		
92	6042	Blood administration set / Blood transfusion set	1's	20,000		
93	6050	Knee Cap Small	pair	10,000		
94	6051	Knee Cap Medium	pair	10,000		
95	6052	Knee Cap Large	pair	10,000		
96	6053	Disposable Sterile Surgical Rubber Gloves, Size 6 ½ Inches, Conforms to IS 13422,ISI marked / CE certified / FDA approved	Pair	300,000		
97	7001	Hot water Bag SIZE 25.5cmx17.8cm(10"x7")BS:1970:2012	1's	30,000		
98	7002	Clinical Thermometer As per IS 3055 (Part-1) Specification, GLASS	1's	10,000		
99	7003	Sanitary Napkins Regular with wings as Per IS Specification No.5405:1980	PACK	100,000		
100	7004	Adult Diapers Medium	1's	50000		
101	7005	Adult Diapers Large	1's	30000		
102	7006	Adult Diapers Extra Large , Extra Large (1030 mm X 850 mm)	1's	30000		
103	7007	Baby Diapers Small , Material Polyethylene , Length/Width 405 mm , product 290 mm Wt. 18-29 gm.	1's	100000		
104	7008	Baby Diapers Medium	1's	100,000		
105	8080	FACE MASK , DISPOSABLE ,Should be manufactured from non woven poly prop fabric ,Should be 3 ply construction ,Should have high Bacterial filtration efficiency ,Should be heat sealed to keep 3 layers together ,Standard Size 17.5 x 9 cm ,Colour Green / Blue ,There should be a string each at all four	1's	500,000		

		cor ners, length of string should be 40 cm				
106	8081	URINE COLLECTING BAG FOR NEW BORN / PAEDIATRIC URINE COLLECTING BAG Should have suitability for both male and female patients ,Capacity 100 ml ,Sterile	1's	100,000		
107	8083	a--Sanitary Napkin, Beltless 1. Covering – Covering of the absorbent filler shall be good quality knitted sleeve or non-woven fabric which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. The napkins shall have a non absorbent barrier on one side which shall have an identifying mark indicating the side of the barrier.2. Absorbent Filler – The filler material shall consist of cellulose pulp/ wadding, and shall be free from lumps, oil spots, dirt or foreign material, etc.3. Back Strip – A back strip for sticking the sanitary napkin onto the underwear should be there using good quality adhesive material.4. Size - The size of absorbent section / complete sanitary napkin shall be as follows: (in mm) Absorbent section Total Pad Length 210 +_ 10 230 +_ 10 Width 60 to 75 70 to 85 Thickness 8 +_ 25. Weight : Not more than 10 gm	PACK	100,000		
108	8084	b--Sanitary Napkin, Belt-type 1. Covering – Covering of the absorbent filler shall be good quality knitted sleeve or non-woven fabric which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. The napkins shall have a non absorbent barrier on one side which shall have an identifying mark indicating the side of the barrier. 2. Absorbent Filler – The filler	PACK	100,000		

		material shall consist of cellulose pulp/ wadding, and shall be free from lumps, oil spots, dirt or foreign material, etc. 3. Size - The size of absorbent section / complete sanitary napkin shall be as follows: (in mm) Absorbent section Pad Length 220 +_ 10 Width 70 +_ 5 Thickness 17 +_ 3 4. Weight : 12 +_ 3 gm 5. Pack – Six napkins in a pack. 6. Elastic Belt with loops shall be provided in each pack. 7. Absorbency: The napkin should be able to absorb not less than 30 ml of normal saline or coloured water or test fluid when poured on to the centre of the napkin at the rate of 15 ml per minute.				
109	8085	Oxygen Mask, Size: Paed	1's	10,000		
110	8086	Oxygen Mask, Size: Adult	1's	10,000		
111	8087	Automatic Snap-Out Folding Walking Cane Stick with Adjustable Length - Color: Copper Easy & Quick to Use Walking Cane for Treks, Casual Walks or Outdoor Travel. Release The Stick and 4 Folding Sections Snap Out Automatically to Make a Rigid Cane. Lightweight Anodized Aluminum Pole. Contour Grip Handle with Rubber Bottom. Sections Folds Conveniently In Its Own Wallet. Adjustable Length: 33 inch to 37 inch. Package Contains 1Pc Adjustable Metal Walking Cane.	1's	30000		
112	8088	Walking Stick with three supporter-light weight length 33 inch to 37 inch	1's	30000		
113	8089	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color - Large 36-40 inch	1's	30000		

		(Length 20 cm, 25 cm width)				
114	8090	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color - Small 28- 32 inch (Length 20 cm, 25 cm width)	1's	30000		
115	8091	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color Medium 32-36 inch (Length 20 cm, 25 cm width)	1's	30000		
116	8092	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color X-Large 36-40 inch (Length 20 cm, 25 cm width)	1's	30000		
117	8093	Abdominal Belt Velcro after surgery or after delivery to support abdominal region Cream color XX-Large 44-48 inch (Length 20 cm, 25 cm width)	1's	30000		
118	8094	Abdominal Belt Velcro color-Cream color (Length 20 cm, 25 cm width)	1's	30000		
119	8095	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size Small (7.2- 8.4 inch)	1's	30000		
120	8096	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size Medium 8.4-9.6 inch	1's	30000		
121	8097	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size Large 9.6-10.8 inch	1's	30000		
122	8098	Anklet Binder Valcro pair Soft patella, Dual grip, Four way stretchable fabric, Controlled compression, Convenient application Size X-Large 10.8-12 inch	1's	30000		
123	8099	Cervical Collar -designed to meet the needs of ambulatory patients over and extended time. Technologically advanced Sorbatex padding adds long term	1's	30000		

		comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering Small- 3-3.5 inch				
124	8100	Cervical Collar designed to meet the needs of ambulatory patients over and extended time. Technologically advanced Sorbatex padding adds long term comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering Medium - 3.5- 4 inch	1's	30000		
125	8101	Cervical Collar designed to meet the needs of ambulatory patients over and extended time. Technologically advanced Sorbatex padding adds long term comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering Large 4-4.5 inch	1's	30000		
126	8102	Cervical Collar designed to meet the needs of ambulatory patients over and extended time. Technologically advanced Sorbatex padding adds long term comfort by quickly absorbing moisture away from the skin. Anatomical shape, Well ventilated, High density PU foam, Skin matching shades, Hypo-allergenic covering X-Large - 4.5-5 inch	1's	30000		
127	8103	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb	1's	30000		

		support • Convenient application Small Wrist Circle-6, Length-7"				
128	8104	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb support • Convenient application Medium Wrist Circle-6-7.5 , Length-7'	1's	30000		
129	8105	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb support • Convenient application Large Wrist Circle-7.5- 8.5 , Length-8"	1's	30000		
130	8106	Thumb and Wrist brace - Soft Neoprene thumb cover • Pre-shaped and removable metal stays for wrist and thumb • Distal brace edge situated under the palmar crease • Brace is contoured at the ulnar aspect of the hand • Elastic material • High coverage of dorsal aspect of the hand • Reliable thumb support • Convenient application X-Large Wrist Circle-8.5 and above , Length-8"	1's	30000		
131	8107	Knee Brace Belt - Excellent Support and Targeted Pain Relief • May Relieve the Pain Associated with Mild Osteoarthritis (OA) of the Knee • Unilateral Hinge and Strapping Configuration Apply Corrective Force to Offload the Affected Side of the Joint • Wrap-Around, Patient-Friendly Design - Easy to Apply to Swollen Tender Knees • Neoprene Provides	1's	30000		

		Therapeutic Warmth to Soothe the Aching Joint • Support Straps Allow for Adjustable Compression • Available in Medial and Lateral Designs for Left and Right Knee Applications • Interchangeable Condyle Pads for Day-to-Day Adjustment Size- Small 14-15 fits				
132	8108	Knee Brace Belt - Excellent Support and Targeted Pain Relief • May Relieve the Pain Associated with Mild Osteoarthritis (OA) of the Knee • Unilateral Hinge and Strapping Configuration Apply Corrective Force to Offload the Affected Side of the Joint • Wrap-Around, Patient-Friendly Design - Easy to Apply to Swollen Tender Knees • Neoprene Provides Therapeutic Warmth to Soothe the Aching Joint • Support Straps Allow for Adjustable Compression • Available in Medial and Lateral Designs for Left and Right Knee Applications • Interchangeable Condyle Pads for Day-to-Day Adjustment Size- Medium 16-17 fits	1's	30000		
133	8109	Knee Brace Belt - Excellent Support and Targeted Pain Relief • May Relieve the Pain Associated with Mild Osteoarthritis (OA) of the Knee • Unilateral Hinge and Strapping Configuration Apply Corrective Force to Offload the Affected Side of the Joint • Wrap-Around, Patient-Friendly Design - Easy to Apply to Swollen Tender Knees • Neoprene Provides Therapeutic Warmth to Soothe the Aching Joint • Support Straps Allow for Adjustable Compression • Available in Medial and Lateral Designs for Left and Right Knee Applications • Interchangeable Condyle Pads for Day-to-Day Adjustment Size- Large 18-19	1's	30000		

		fits				
134	8110	UROMETER - Three Chamber system Measuring glass capacity : 400ml Urine collection bag for convenient drainage of urine.,Inlet tube 120cm-170cm Sampling Port (needleless), Bed-Sheet Clamp,Drainage control knob effectively drains urine.,Hanger & string for convenient and firm fixing of the urine meter to the upper side frame of the bed, Anti-reflux drip chamber.,Exact and fine scaling for timed measurements,Urine sampling points at connector and measuring glass,Germs and liquid tight, hydrophobic coated filter for pressure equalisation Long, highly flexible and bend-protected tube,Single hand, easily operated outlet valve,Sterile by ETO	1's	30000		
135	8111	Urometer- Single Chamber System Measuring glass: 500ml Urine collection bag for convenient drainage of urine.,Inlet tube 120cm-170cm Sampling Port,Bed-Sheet Clamp,Drainage control knob effectively drains urine. Hanger & string for convenient and firm fixing of the urine meter to the upper side frame of the bed.,Anti-reflux drip chamber.,Exact and fine scaling for timed measurements,Urine sampling points at connector and measuring glass Germs and liquid tight, hydrophobic coated filter for pressure equalisation Long, highly flexible and bend-protected tube,Single hand, easily operated outlet valve,Latex Free,Sterile by ETO	1's	30000		
136	8112	Urometer -Single Chamber System Measuring glass: 250ml Urine collection bag for convenient drainage of	1's	30000		

		urine.Inlet tube 120cm-170cmDrainage control knob effectively drains urine.Hanger & string for convenient and firm fixing of the urine meter to the upper side frame of the bed.Exact and fine scaling for timed measurementsGerms and liquid tight.Highly flexible and bend-protected tubeSingle hand, easily operated outlet valveLatex FreeSterile ETO				
137	8113	Hernia Belt - made from good quality surgical Elastic with elasticated straps, pads can be adjusted. Size Universal	1's	30000		
138	8114	E.C.G Electrodes Liquid gel system, Long time duration,Foam/ Aggressive, Dimension (HxWxT) 50X48X1 mm	1's	30000		
139	8115	Vacuum Extractor Set , manual operated.Complete with 3 stainless steel cups (40, 50, 60mm). Autoclavable Silicone pressure tube, Traction handle.Suction pump, glass jar fitted between M.S. Basket with vacuum gauge and control valve.	1's	30000		
140	8116	IV Cannula Fixer Good aesthetic appeal due to woven fast edges, Moisture responsive High Moisture vapour Transmission rate Film, Low allergy grid pattern adhesive, Porous adhesive to allow skin breathing, Easy and Painless remove, because of thin-non adhesive edges and leaves no residue after remove.Medium : 6cm x 5cm	1's	30000		
141	8117	Cervical Pillow - Designed to decrease morning pain and stiffness , Height 12.3 Centimeters, Length 20.3 Centimeters, Width 3.08 Meters, Weight 680 Grams, Material Polyester, Shell Soft	1's	30000		
142	8118	Sample Blood Collection Needles With Hub with optical venipuncture control can make an important contribution to simplifying blood collection	12 set	10000		

		routine for phlebotomists. The needle has a transparent plastic hub, which functions as a view window. If venipuncture is successful, the view window is coloured red due to the blood flow. YELLOW 20G(0.90mm)-1"(38mm)				
143	8119	Sample Blood Collection Needles With Hub with optical venipuncture control can make an important contribution to simplifying blood collection routine for phlebotomists. The needle has a transparent plastic hub, which functions as a view window. If venipuncture is successful, the view window is coloured red due to the blood flow. GREEN 21G Size (0.80mm)-1"(25mm)	12 SET	10000		
144	8120	Sample Blood Collection Needles With Hub with optical venipuncture control can make an important contribution to simplifying blood collection routine for phlebotomists. The needle has a transparent plastic hub, which functions as a view window. If venipuncture is successful, the view window is coloured red due to the blood flowBLACK 22G(0.70mm)-1"(25mm)	12 SET	10000		

ANNEXURE-XII

Ref. Clause No.10.1

Performance Security Bank Guarantee

(unconditional)

To: Bureau of Pharma Public Sector Undertakings of India, (Name of purchaser) IDPL Complex, Old-Delhi-Gurgaon Road, Dundehera, Gurgaon 122016 (Haryana)

WHEREAS.....(Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Tender *BPPI/SURGICAL---047/2017 dated 02.01.2017* to supply of surgical items for the year 2017-19, (Description of Goods and Services) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument., any sum or sums within the limit of(Amount of the Guarantee in Words and Figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....201 .

Signature and Seal of Guarantors

.....
.....
.....

Date.....2017

Address.....

ANNEXURE-XIII

Ref. Clause No.10.2

AGREEMENT

THIS AGREEMENT made theday of2015
Between Bureau of Pharma Public Sector Undertakings of India, IDPL Complex, Old-Delhi Gurgaon Road, Dundahera, Gurgaon 122016 (Haryana)

(Name of purchaser) of (Country of Purchaser) (here in after “the Purchaser”) of
the one part and(Name of Supplier) of
.....(City and Country of Supplier) (herein after
called “the Supplier”) of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services
viz; Supply of Surgical items in the tender Reference No. *BPPI/SURGICAL -047/2017*
(Brief Description of Goods and Services) and has accepted a bid by the Supplier for
the supply of those goods and services for the sum of
.....(Contract Price in Words and Figures) (hereinafter called
“the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to, and they
shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as
part of this Agreement, viz
 - a. The Letter of Acceptance issued by the purchaser.
 - b. The Notice Inviting Tender
 - c. The supplier’s bid including enclosures, annexures, etc.
 - d. The Terms and Conditions of the Contract
 - e. The Schedule of Requirement
 - f. The Technical Specification

- g. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the Contract.
3. 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 provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract. .
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, 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.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

S.No.	Item Code	Brief Description of Goods & Services	Tender Qty in Unit*	Unit Price	ED	CST against form-C/VAT in %	Total (B+C+D)	Total value inclusive ED,CST/VAT (A x E)
			(A)	(B)	(C)	(D)	(E)	
		Total Contract Value						

*** Tender quantity indicated here is tentative and may vary subjected to various terms and conditions of the tender.**

DELIVERY SCHEDULE

Supply shall commence within 60/45 days and shall complete within 60 days from the date of purchase order.

Dispute Resolution

This agreement shall be deemed to have been made/ executed at Delhi for all purpose.

Normally, there should not be any scope of dispute between the BPPI and the _____ after entering into a mutually agreed valid contract/agreement.

However, due to various unforeseen reasons, problems may arise during the progress of the contract/agreement leading to disagreement BPPI and the _____ shall first try to resolve the same amicably by mutual Consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either the BPPI or the _____ shall give notice to other party of its intension to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996. Such disputes/differences shall be referred to Sole Arbitrator to be appointed by the President/ CEO of BPPI. The venue of Arbitration Shall be at New Delhi. The award published by the Arbitrator shall be full and final which shall be binding on both the parties.

Governing Law/Jurisdiction

The applicable law governing this agreement shall be the laws of India and the court of Delhi shall have the exclusive jurisdiction to try any dispute arising out of the violation of any terms and condition of this agreement.

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

Signed, Sealed and Delivered by the

Said.....(For the Purchaser)

Name

Address

Designation

In the presence of witness.....

Signature

Name

Address

Designation

Signed, Sealed and Delivered by the

Said.....(For the Supplier)

Name

Address

Designation

In the presence of witness

Signature

Name

Address Designation

ANNEXURE-XIV

Ref. Clause no 4.1 (n)

DECLARATION

I do hereby declare that I will supply the surgical item as per the design in enclosures to this Annexure *as well as other* instruction given in this regard.

Signature of the Tenderer

(Name in capital letter with designation)

Enclosure to ANNEXURE-XIV - Refer Clause No .4.1. (n)

DESIGN FOR PRIMARY PACKING

1. BPPI Logogram should be placed along with the address as given below
2. BPPI helpline number 1800 180 8080 should be printed

Manufactured for :



Bureau of Pharma Public Sector Undertakings of India

IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)

Or

Manufactured for :



Bureau of Pharma Public Sector Undertakings of India

IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)

SPECIMEN LABEL FOR MONO CARTON (Secondary Packing)

Manufactured for :



Bureau of Pharma Public Sector Undertakings of India

IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)

Note: An additional to statutory requirement under Drug & Cosmetic Act 1940 and rules 1945

ANNEXURE-XV

Ref. clause 16.2

MANDATE FORM

Sl.No.	Details Required	
1.	Company Name	
2.	Postal Address of the Company	
	Telephone No.	
	Fax No.	
	E-mail ID	
3.	Name of the Managing Director / Director / Manager	
	Mobile No. / Phone No	
	E-mail ID	
4.	Name and Designation of the authorized company official	Name:
		Designation:
	Mobile No.	
	E-mail ID	
5.	Bank Details	
	a) Name of the Bank	
	b) Branch Name & address	
	c) Branch Code No.	
	d) Branch Manager Mobile No.	
	e) Branch Telephone no	
	f) Branch E-mail ID	
	g) 9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank	
	h) IFSC Code of the Branch	
	i) Type of Account (Current / Savings)	

	j) Account Number (as appear in cheque book)	
--	---	--

(In lieu of the bank certificate to be obtained, please **attach the original cancelled cheque** issued by your 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 the reasons of incomplete or incorrect information, I would not hold Bureau of Pharma Public Sector Undertakings of India (BPPI) 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 tenderer / successful tenderer.

Date: _____ Company Seal _____ Signature _____

Place: _____ (Name of the person signing &
designation)

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

Signature of the authorized official of the bank

Bank Seal with address:
