ONLINE TENDER FOR PROCUREMENT OF CONTRACEPTIVES FOR FWP FOR THE YEAR 2022-23

Tender No: CMSS/PROC/2022-23/FWP/009
(National Competitive Bidding)
(FOR CLASS-1 & CLASS-2 LOCAL SUPPLIERS ONLY)

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare (Government of India)

2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,
Opposite Police Station Chankaya Puri, New Delhi-110021

Telephones: 011-21410905, 21410906

Email: - gmproc.cmss@gmail.com, agmlava.cmss@gmail.com

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ONLINE BIDS ARE INVITED IN TWO PACKET BID SYSTEM FOR ENTERING INTO RATE AGREEMENT FOR ONE YEAR (2022-23) REQUIREMENT FOR PROCUREMENT OF CONTRACEPTIVES.

Manual bids shall not be accepted.

BID DOCUMENTS MAY BE DOWNLOADED FROM GEM WEBSITE: **gem.gov.in** AS PER THE SCHEDULE AS GIVEN IN CRITICAL DATE SHEET AS UNDER:

CRITICAL DATE SHEET

Published Date	17.08.2022
Pre bid meeting	30.08.2022 (11:00 AM)
Last date & time to submit pre-bid queries	30.08.2022 (05:00 PM)
Bid Document Download End Date & time	07.09.2022 at(time to befollowed from GeM)
Bid Submission End Date and Time	07.09.2022 at (time to befollowedfrom GeM)
Last date of submission of original documents	07.09.2022 at (time tobe followedfrom GeM-bid submission end date)
Bid Opening Date and Time	07.09.2022 at (time to be followed from GeM)

Link for Pre-bidMeeting:-

Topic: Pre-bid meeting for Procurement of CONTRACEPTIVES

Date & Time: 30.08.2022 at 11:00 AM India

Join Zoom Meeting

https://us02web.zoom.us/j/81365500006?pwd=Uzk1ZHEzZ3dwZzhBYkc1SUwxVCs4UT09

Meeting ID: 813 6550 0006

Passcode: 466256

Note: Prospective bidders are requested to get their product registered on GEM to participate for the above mentioned bids

For registration, please contact GeM authorities directly at the following e-mail ids:

- 1. Ms. Manju Sharma, Deputy CEO (email: <u>Manju.sharma64@gem.gov.in</u>, phone: 9810281603)
- 2. Shri Rajesh Jain, Deputy CEO (email: rajesh.jain072@gem.gov.in, phone: 9810632525)
- 3. Shri Deepak Kapoor, Joint Secretary & Addl. CEO (for escalation) (email: <u>isaceodk@gem.gov.in</u>, phone 9971863571)

As per directives of GOI, the custom bid is published on GEM platform. In case of any contradiction in terms and conditions of GEM bid, the clauses of the tender document (uploaded in Technical Specifications- Buyer Specification Documents) shall prevail.

Not more than one bid shall be submitted by one contractor or contractors having business relationship.

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Online Tender for Procurement of Contraceptives for the year 2022-2023.

The CMSS, an autonomous Society of Ministry of Health & Family Welfare (Govt. of India), is responsible for procuring quality drugs, vaccines, contraceptives, medical devices, diagnostic kits and other health sector goods.

Tender Inviting Authority: DG&CEO, Central Medical Services Society, Ministry of Health & Family Welfare (Government of India)2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opposite Police Station Chankaya Puri, New Delhi-110021 (hereinafter referred as Tender Inviting Authority unless the context otherwise requires)

Tender Accepting Authority: Governing Body, Central Medical Services Society (hereinafter referred as **CMSS**, unless the context otherwise requires)

 As per directives of GOI, the custom bid is being published on GEM platform. In case of any contradiction in terms and conditions of GEM, the clauses of this tender document shall supersede all other terms & conditions.

2. BID VALIDITY:

- i) The bid shall be valid for a period of 150 days from the date of opening of Packet 1 (Technical Bid).
- ii) In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 9 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

3. PRE BID MEETING/CLARIFICATIONS:

- A prospective bidder, requiring any clarification of the bid documents may notify
 the purchaser in writing or email at the purchaser's mailing address indicated in the
 Invitation of bid. The purchaser shall respond in writing to any request for
 clarification of bid documents, which it receives not later than date mentioned in
 critical date sheet and prior to the pre-bid meeting. Queries received after the prebid date mentioned in the critical date sheet will not be entertained.
- 2. The Tenderers or their Official Representatives are invited to attend a pre-bid meeting which will take place as specified in critical date sheet/GeM Portal.

3. Any clarification issued by CMSS in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.

4. ELIGIBILITY CRITERIA

a) For item Schedule no. I (Condoms Free Supply), IV (IUCD 380A), V (IUCD 375) & VIII (Tubal Rings), only Class- 1 local supplier and Class- II local supplier shall be eligible for participation. Bids from supplier (MSE/Non MSE) as defined in Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers order no F.No 31026/36/2016-MD dated 16.02.2021 shall be accepted. Bids from firms/vendors other than Class- 1 and Class- II local supplier (MSE/Non MSE) shall be summarily rejected.

For item Schedule no. VI (Pregnancy Test Kits), Only Class- 1 local supplier, shall be eligible for participation. Bids from supplier (MSE/Non MSE) as defined in Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers order no F.No 31026/36/2016-MD dated 16.02.2021 shall be accepted. Bids from firms/vendors other than Class- 1 local supplier (MSE/Non MSE) shall be summarily rejected.

For item Schedule no. II (Oral Contraceptive Pills), III (Emergency Contraceptive Pills) & VII (Antara), only Class- 1 local supplier and Class- II local supplier shall be eligible for participation. Bids from supplier (MSE/Non MSE) as defined in Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers order no F.No 31026/65/2020-MD dated 30.12.2020 shall be accepted. Bids from firms/vendors other than Class- 1 and class- II local supplier (MSE/Non MSE) shall be summarily rejected.

- b) The invitation to bid is open to domestic manufacturers (Indian Manufacturers) only.
- c) Tenderer shall be a domestic primary manufacturer of the quoted item having valid own manufacturing license that should be valid on the date of tender opening packet 1. In case of failure to submit the same, the bid shall not be considered any further.

d) For Schedule I: Condoms (Free Supply): -

Tenderer shall have a valid GMP Certificate as per Schedule R of Drugs & Cosmetics Act, 1940 & Rules made there under for the manufacturing facility.

For Schedule II (Oral Contraceptive Pills) and III (Emergency Contraceptive Pills): - Tenderer shall have a valid GMP Certificate as per Schedule M of Drugs & Cosmetics Act, 1940 & Rules made there under for the manufacturing facility.

For Schedule VII (Injectable Contraceptive-Antara): -

- i. The tenderer must possess Goods Manufacturing Practice (GMP) Certificate for the manufacturing facility for two years or more, which should be valid on the date of tender opening.
- ii. The tenderer should manufacture the product in a dedicated sex hormonal facility in compliance with schedule M of the drug and cosmetics act. (Certificate for the same will be submitted by the tenderer).
- e) For all regulated products, the bidder should have at least two years i.e. 2019-20 and 2020-21 OR 2020-21 and 2021-22 of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCG (I) in less than Two years ago. A permission from DCG (I) shall be required for all new regulated products to this effect.
- f) (i) Average Annual turnover for Tenderers in the last three years i.e. 2018-19, 2019-20 and 2020-2021 OR 2019-20, 2020-21 and 2021-22 shall not be less than the following: -

Schedule	Item Name	Amount (Rs.)
I	Condoms (Free Supply)	4,73,21,430
П	Oral Contraceptive Pills (OCP)	2,52,18,081
Ш	Emergency Contraceptive Pills (ECP)	31,08,195
IV	IUCD 380 A	2,57,34,816
V	IUCD 375	2,04,18,750
VI	Pregnancy Test Kits	1,94,68,850
VII	Injectable Contraceptive (Antara)	10,59,52,500
VIII	Tubal Rings	66,80,718

(ii) The turnover benchmark given in (e) above will not apply to Micro and Small Enterprises (MSE).

Note: MSE Traders will not get the benefits of MSE Firm

g) Department of Expenditure, Ministry of Finance, GOI vide OM No:F.1/2O/2O18/PPD dtd. 2.11.21 has issued guidelines on debarment of firms from bidding. The bidders blacklisted by any firm/company/ CMSS /State Govt. /Central Govt./its drug procuring agencies prior to issuance of DOE OMNo:F.1/2O/2O18/PPD dtd. 2.11.21 are eligible to bid if :-The blacklisting order has been revised post facto with clearly mentioning of category (i) of OM No: F.1/2O/2O18/PPD dtd. 2.11.21 and that the debarment is limited to the issuing ministry/department/ organization only. Such vendors should clearly mention the status of blacklisting in the undertaking to be submitted in compliance with clause 6.1 (t) of tender documents and also attach revised blacklisting order.

For blacklisting orders issued after 02.11.2021, the following shall be applicable: -

- If the blacklisting order is issued by DoE, the bid of blacklisted bidder shall be out rightly rejected.
- If the blacklisting order is issued by CPSUs, attached offices/autonomous bodies etc of MoHFW and MoHFW by written approval has delegated powers under Sr. no. (8) of OM dated 02.11.2021 to such organisations/bodies that the blacklisting is applicable only for the Procurement made by such organisation/bodies, the bid of such blacklisted bidders shall be accepted for further evaluation.
- In absence of such delegation extended by MoHFW, the bid of the blacklisted bidder shall be rejected.
- h) Tender should not be submitted by the firm/company for the Product(s) for which the firm/ Company has been blacklisted/ banned/ debarred by CMSS/ State Governments/ Central Government/MOH&FW or any of the procurement agencies/Autonomous Bodies under the organisations stated above or if the Firm/Company is debarred as a whole by these organisations or any of its procurement agencies/Autonomous Bodies.
- i) Tenderer should quote at least for 50% of the tender quantity of each items quoted and the Tenderer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.
- j) For Schedule I-VI & VIII, Tenderer should have supplied 40% of the quoted quantity of same or similar items during the last two financial years. Bidder should submit Purchase order copies and certificate duly issued by statutory auditor of the company on his letter head by certifying the quantities manufactured and marketed in trade, export, open market, sold to government institutions, private bodies etc. and the marketed quantities are not less than at least 40% of the quoted/similar items.

Similar Items here relate to the following: -

Sch. No.	Tendered Item	Similar Item
1	Condoms (Free Supply)	Any type of Condoms
II	Oral Contraceptive Pills (OCP)	Any type of OCP or ECP
III	Emergency Contraceptive Pills (ECP)	Any type of OCP or ECP
IV	IUCD 380 A	Any type of IUCDs
V	IUCD 375	Any type of IUCDs
VI	Pregnancy Test Kits	Pregnancy Test Kits
VII	Injectable Contraceptive (Antara)	Injectable Contraceptive (Antara)
VIII	Tubal Rings	Tubal Rings

For Schedule VII: Tenderer should produce at least one PO/contract copy from any Central/State Government Organisation/PSUs of the same or similar item (Any Injectable Contraceptive) quoted in the tender.

k) For Schedule VII: Tenderer should enclose Test Reports for Injectable Contraceptive (Medroxyprogesterone Acetate) manufactured by them duly tested from Accredited laboratory of NABL or Accredited laboratory of the foreign country authorized for conducting tests of Injectable contraceptives.

5. GENERAL CONDITIONS

(i) FORGERY/FRAUD BY BIDDERS/SUPPLIER:

- a)Genuineness of the papers/documents/certificates/ declaration submitted with bid is the responsibility of the bidder. Also the bidder should take utmost care in submitting undertakings/self declaration/certificates along with its bid. If at any stage it is found that the papers/ documents/certificates/declaration/undertaking/ self certification submitted by the bidder are false/incorrect/suppressed/ misrepresented the actual fact or are not in order, are forged, manipulated, fabricated or altered, the bid or purchase order issued to the bidder is liable to be cancelled and further necessary action including forfeiture of its EMD/Security Deposit, debarring/blacklisting against the bidder will be taken. Purchaser may also initiate police/legal action and request concerned statutory authority for cancellation of license issued to supplier for tendered items.
- (b) If any fraud, short supply of goods is detected on part of the bidder at any stage, the bid or work order/ Purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder including debarring/blacklisting will be taken.
- (c) In any of above two cases, the CMSS is at liberty to make alternative purchase of the tendered items from other approved suppliers 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.

(ii) PATENT RIGHTS:

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

In event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against TIA, the TIA shall notify the supplier of the same and the supplier shall at its own expenses take care of the same for settlement without any liability to the TIA.

(iii) TERMINATION FOR DEFAULT:

1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- (a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) If the supplier fails to perform any other obligation(s) under the contract, and
- (c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 2. In the event the purchaser terminates the contract in whole or in part, pursuant to above the purchaser may procure; upon such terms and in such manner, as it deems appropriate, tendered goods undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

(iv) TERMINATION FOR INSOLVENCY:

The purchaser may, at any time, terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent, as declared by the competent court provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

(v) SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser.

(vi) Purchaser reserves the right to debar/ blacklist a bidder for a suitable period in case he fails to honour his bid/contract without sufficient grounds.

(vii) BID SUBMISSION:

(a) Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders for suitable period besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

- (b) (i) Different firms or companies having any common partner(s) or Director(s) are not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.
 - (ii) In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.

(viii) NEAR RELATIVE CERTIFICATE:

The bidder should give a certificate that none of his/her near relative as defined below is working in CMSS where he is going to apply for the tender. In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorised signatory of bid may also sign this bid on behalf of the entire directors/partners/proprietor. Due to any breach of conditions by the company or firm or any other person the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and CMSS will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation for quoted item in the concerned unit.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brothers(s) and brother's wife, sister(s) and sister's husband (brother in law).

An undertaking as specified in Annexure-XVI to be submitted.

6. TECHNICAL BID - "PACKET 1"

- (a) Those indenting to participate in the tender (herein called Tenderer) should first ensure that they fulfil all the eligibility criteria and All documents should be valid on the date of tender opening packet 1:
- 6.1 The Tenderer should electronically submit the soft copies of following documents in Technical Bid "Packet 1". (All the documents submitted should bear signature and stamp of the Tenderer)."

- 6.2 RTGS/NEFT e-receipt or Bank Guarantee (if applicable) in respect of EMD as per Clause 9 of this Tender document or in case of MSE, a copy of their valid registration certificate in support of their being an MSE and a notarised undertaking given in **Annexure-VIII**.
- (b) Tender Forwarding letter as per **Annexure-II**.
- (c) Tenderer shall be a domestic primary manufacturer of the quoted item having valid own manufacturing license that should be valid on the date of tender opening packet 1. In case of failure to submit the same, the bid shall not be considered any further.

For Schedule I, Condoms (Free Supply):

Tenderer shall have a valid GMP Certificate as per Schedule R of Drugs & Cosmetics Act, 1940 & Rules made there under for the manufacturing facility.

For Schedule II (Oral Contraceptive Pills) and III (Emergency Contraceptive Pills): Tenderer shall have a valid GMP Certificate as per Schedule M of Drugs &
Cosmetics Act, 1940 & Rules made there under for the manufacturing facility.

For Schedule VII (Injectable Contraceptive-Antara): -

- i. The tenderer must possess Goods Manufacturing Practice (GMP) Certificate for the manufacturing facility for two years or more, which should be valid on the date of tender opening.
- ii. The tenderer should manufacture the product in a dedicated sex hormonal facility in compliance with schedule M of the drug and cosmetics act. (Certificate for the same will be submitted by the tenderer).
- (d) Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs. 50/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature.
- (e) For Schedule I-VI & VIII, Tenderer should have supplied 40% of the quoted quantity of same or similar items during the last two financial years. Bidder should submit Purchase order copies and certificate duly issued by statutory auditor of the company on his letter head by certifying the quantities manufactured and marketed in trade, export, open market, sold to government institutions, private bodies etc. and the marketed quantities are not less than at least 40% of the quoted/similar items.

Similar Items here relate to the following:

Sch. No.	Tendered Item	Similar Item
1	Condoms (Free Supply)	Any type of Condoms
II	Oral Contraceptive Pills (OCP)	Any type of OCP or ECP
III	Emergency Contraceptive Pills (ECP)	Any type of OCP or ECP
IV	IUCD 380 A	Any type of IUCDs
V	IUCD 375	Any type of IUCDs
VI	Pregnancy Test Kits	Pregnancy Test Kits
VII	Injectable Contraceptive (Antara)	Injectable Contraceptive (Antara)
VIII	Tubal Rings	Tubal Rings

For Schedule VII (Injectable Contraceptive-Antara): Tenderer should produce at least one PO/contract copy from any Central/State Government Organisation/PSUs of the same or similar item (Any Injectable Contraceptive) quoted in the tender.

- (f) Market standing certificate issued by the Licensing Authority as a Manufacturer for each item quoted for at least last 2 years i.e. 2019-20 and 2020-21 OR 2020-21 and 2021-22. However, this would not apply to regulated products which have been licensed by DCG (I) less than two years ago. In case of Authorised Dealers (Non-Manufacturers), Market Standing certificate of the principal is to be submitted.
- (g) Non-Conviction Certificate issued by the FDA/ Drugs Controller of the State certifying that the firm/company (as well as the manufacturer firm in case of non-manufacturer bidders) has not been convicted and the products quoted have not been cancelled during last two years i.e. 2019-20 and 2020-21 OR 2020-21 and 2021-22.
- (h) For Schedule II (OCP), III (ECP) & VII (Injectable Contraceptive-Antara): Capacity certificate issued by Licensing authority should be submitted.

For rest items Schedule I (Condoms-Free Supply), IV (IUCD 380 A), V (IUCD 375), VI (Pregnancy Test Kits) & VIII (Tubal Rings): -

Capacity certificate issued by the licensing authority or a practicing CA should be submitted.

- (i) For Schedule I (Condoms-Free Supply), IV (IUCD 380 A), V (IUCD 375), VI (Pregnancy Test Kits) & VIII (Tubal Rings): -
 - ISO 13485 Certificate issued by an independent recognized certification body for the factory where the specific goods are manufactured and are being offered for supply. Certificate should be valid on the date of tender opening.
- (j) Performance Statement to establish 2 years market standing as per format given in **Annexure-IV**.

- (k) Annual turnover statement for 3 years i.e. 2018-19, 2019-20 and 2020-21 OR 2019-20, 2020-21 and 2021-22 should be furnished in the format given in **Annexure-V** duly certified by the Chartered Accountant.
- (I) Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account along with all the annexure for the last three years i.e. 2018-19,2019-20 and 2020-21 OR 2019-20, 2020-21 and 2021-22 duly certified by a practicing Chartered Accountant.
- (m) Certificate of Incorporation in case of Companies or Copy of partnership deed in case of partnership firm or Declaration in case of being a proprietary firm.
- (n) Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life.
- (o) List of items quoted (the name and item code of the items quoted) and relevant pharmacopoeia annual production for the last 3 years as per the **Annexure-VI**.
- (p) A Checklist (**Annexure-VII**) indicating the documents submitted with the tender document and their respective page numbers shall be enclosed with the tender document. The documents should be serially arranged.
- (q) Each page of submitted bid (along with tender document) be properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.
- (r) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.
- (s) No Deviation Certificate as per **Annexure-XV**.
- (t) Near Relative Certificate as per **Annexure-XVI**.
- (u) Tenderer should submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content at the time of submission of bid as per Annexure-XVII & Annexure-XVIII.
- (v) Vendors are requested to fulfil the requirements of Ministry of Finance, Department of Expenditure, Procurement Policy Division Office Memorandum No.- 6/9/2020-PPD dated 24.08.2020.

- (w) Tenderer should submit an Undertaking on Letter head to Compliance to Ministry of Finance, DOE order No- 6/18/2019-PPD dated 23.07.2020 as per Annexure-XIX
- (x) Tenderer should submit an undertaking that

"I/ We do hereby declare that our firm has not been blacklisted/ banned/debarred by CMSS/ State Governments/ Central Government/ MOH&FW or any of the procurement agencies/ Autonomous Bodies under the organizations stated above or the Firm/ Company (as whole) has not been debarred as a whole by these organizations or any of its procurement agencies/ Autonomous Bodies"

- (y) Para wise compliance of technical specification of the quoted items.
- (z) The tenderers are requested to submit an undertaking on their letterhead for compliance to the Artwork enclosed for the items quoted by them. No further approval for Artwork would be provided by CMSS to any bidder.
- (a) Original Bank Guarantee or notarized undertaking by MSE companies in the format given in Annexure-VIII for exemption of EMD in physical form is to be deposited with the Tender Inviting Authority as per date prescribed in the critical date sheet. If the last date of deposit of original Bank Guarantee/notarised undertaking by MSE companies happens to be a central government holiday for offices located in New Delhi, next working day shall be treated as the last date of deposit. The original Bank Guarantee or notarized undertaking by MSE companies may be either deposited in person or by courier. If sent by courier, the tenderer has to send it in advance so as to make sure that the original Bank Guarantee or notarized undertaking by MSE companies is delivered to the Tender Inviting Authority by the date specified in critical date sheet. Failure to deposit the original Bank Guarantee or notarized undertaking by MSE companies by the specified last date shall result in rejection of bid summarily.
 - (b) Conditional Bids shall be summarily rejected

7. PRICE BID-"Packet 2"

- i. The price quoted shall be the landed price per unit at the specified locations on DDP basis and shall include all taxes and duties including transportation and other incidental expenditure for delivery at CMSS warehouses.
- ii. The rate (All inclusive) quoted on GeM portal should be for a unit as given in specifications as detailed in the tender document. The bidder is not permitted to change / alter specification or unit size in the box. The price break up will be submitted by the bidder during price evaluation.

7.1 GST (Goods and Service Tax)/other statutory Taxes/Levies

i. The bidder may quote for GST as per applicability in accordance with relevant Government notification.

- ii. Any variation upwards/downwards as a result of statutory variation in GST/ other taxes/duties/levies for supplies during original *specified delivery schedule* of goods shall be allowed.
- iii. Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.
- iv. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

The basic unit price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

Breakup of the quoted price indicating the various components like Ex Work, GST, Transportation cost etc. has to be submitted, if desired by the TIA before placing the order

8. OPENING OF "PACKET 1"i.e. 'TECHNICAL BID AND "PACKET 2" i.e. FINANCIAL BID' OF TENDER:

- 8.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in its bid. The request for the clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. Documents issued after the date of Tender Opening will not be accepted.
- 8.2 Tenderers are advised to submit all the required documents as per tender terms and conditions. Failure to submit shall result in rejection of bids. Clarification (if required) to assist in the evaluation of bids will be asked by the purchaser only once. The tenderer is requested to reply in the given time by the purchaser.
- 8.3 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 8.4 Prior to the detailed evaluation, pursuant to clause above, the purchaser will determine the substantial responsiveness of each bid to the bid documents for purposes of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 8.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 8.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Such minor infirmity will be identified by the TEC and clarification in this regard may be called for.
- 8.7 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail.

9. EARNEST MONEY DEPOSIT

9.1. (a) The Earnest Money Deposit (EMD) is payable by all Tenderers, for an amount indicated in Annexure-III UNLESS EXEMPTED under clause 9.2. In case a Tenderer is quoting for more than one item, the Earnest Money Deposit payable by such Tenderer shall be the aggregate total of the Earnest Money Deposit for all the items quoted by such Tenderer. The Tenderers are required to furnish the breakup of the Earnest Money Deposit for the items quoted in the format as per Annexure-III. The Earnest Money Deposit shall be paid by Account payee/ Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Bank Guarantee or RTGS/NEFT/Insurance Surety Bonds in the following Bank Account:

Beneficiary Name: Central Medical Services Society

A/C No. : 32719062216 Bank Name: SBI Bank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code: SBIN0000583

- (b) Bank Guarantee (as per Annexure-XIV) can also be accepted as a mode of payment and the named beneficiary shall be Central Medical Services Society. The Bank guarantee shall be issued by a bank (Nationalized or Scheduled Bank) in India to make it enforceable and acceptable to the purchaser. The Bank Guarantee shall be in the format as per Annexure-XIV provided in the tender document. EMD shall remain valid for 45 days beyond the validity period for the bid and will be extended accordingly beyond any extension subsequently requested by purchaser.
- (c) The applicable EMD amount has been indicated in **Annexure-III** and is for 100% and 50% quantity of the schedule. If quoted quantity is anywhere between 50% to 100% of the quantity of schedule, the applicable EMD may be calculated by the tenderer by proportionately reducing the amount applicable to 100% quantity.

9.2 EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT TO MSME (MICRO & SMALL ENTERPRISES)

- (i) (The MSE Units will be required to furnish a notarized undertaking (as per **Annexure-VIII**) to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the tender, the MSE Unit shall pay a penalty, equivalent to the Earnest Money Deposit to offset the loss incurred by the Tender Inviting Authority consequent on such breach of any bid condition.
- (ii) Vide Gazette no. CG-DL-E-26062020-220191 dt. 26.06.2020, Ministry of MSME have revised criteria for classifying the enterprises as Micro, small and Medium enterprises with effect from 1st July 2020 therefore following firms will be exempted from submission of EMD.
 - a) Micro and Small Enterprises as per classification given in MSME Notification dtd. 26.06.2020 registered under "Udyam Registration" w.e.f 01.07.2020 will be granted exemption from payment of Earnest Money Deposit. Udyam Registration Certificate has to be produced in support of above.

Note: Traders will not get benefit of MSE Firms

- **9.3.** (i) Offers of the firms submitted without EMD / for a shorter period/lesser amount as demanded will summarily rejected. (if applicable)
 - (ii) The Earnest Money Deposit will be refunded to the lowest responsive bidder/s within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.
 - (iii) The Earnest Money Deposit (EMD) furnished by all unsuccessful tenderers will be returned as early as possible after the expiration of the period of tender validity but not later than 30 days of the award of the contract.

9.4 FORFEITURE OF EMD (if applicable)

- (i) The Earnest Money Deposit (EMD) will be forfeited/vendor would be required to deposit the equivalent EMD amount as per Notarised Undertaking by MSE bidder, if the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his Tender.
- (ii) The Earnest Money Deposit (EMD) will be forfeited/ vendor would be required to deposit the equivalent EMD amount as per Notarised Undertaking by MSE bidder, in case of the lowest/ matched bidder, fails to execute the contract agreement and / or deposit the Security Deposit within the stipulated time. Additionally, actions as stipulated in clause no. 18.1 will also be taken.

(ii) In both the above cases, the bidder will not be eligible to participate in the tender for same item for two years from the date of issue of letter of acceptance. The bidder will not approach the court against the decision of the CMSS in this regard.

10. OTHER CONDITIONS:

- 10.1 The details of the annual required quantity of *items* are shown in **Annexure-I**
 - (i) Central Medical Services Society (CMSS) will have the right to increase or decrease up to 50% for Schedule I & II and 25% for Schedule III-VIII of the quantity of goods and/or services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
 - (ii) In exceptional situation where the requirement is of an emergent nature and/ or it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantity of the goods and/or services contained in the running tender/contract up to a period of twelve months from the earliest date of Long Term agreement (LTA) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
 - (iii) The delivery of the additional quantity (as per ii above) shall be scheduled after the completion of the delivery of the original tendered quantity or on mutual consent between the supplier and CMSS.
- 10.2 (i) The rates quoted and accepted will be binding on the Tenderer for the full contract period of ONE year and any increase in the price will not be entertained till the completion of this contract period.
 - (ii) Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.
 - (iii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
 - (iv) The delivery of the additional quantity shall be scheduled after the completion of the delivery of the original tendered quantity.
- 10.3 In accordance to the notification the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1 + 15% would be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 9th November 2018. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central

Ministries / Public Sector Undertakings will be from the Micro and Small Enterprises. Government has also earmarked a sub target of 4% procurement of goods & services out of 25% from MSEs owned by SC/ST entrepreneurs and 3% to micro and small enterprises owned by women.

10.4 For item Schedule no. I (Condoms Free Supply), IV (IUCD 380 A), V (IUCD 375), VI (Pregnancy Test Kits) & VIII (Tubal Rings), the Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers has issued guidelines for implementation of the provisions of public procurement (Preference to Make in India) order (PPO) 2017 as desired by DPIIT on 16.09.2020 w.r.t public procurement of goods and services in medical devices vide order no F.No 31026/36/2016-MD dated 16.02.2021. The relevant provisions of DoP order dt. 16.02.2021 and DPIIT order dt. 16.09.2020 and all subsequent orders from time to time will apply in the instant case. Bidders are requested to submit a declaration indicating percentage of local content as per Annexure-XII.

For item Schedule no. II (Oral Contraceptive Pills), III (Emergency Contraceptive Pills) & VII (Antara), the Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers has issued guidelines for implementation of the provisions of public procurement (Preference to Make in India) order (PPO) 2017 as desired by DPIIT on 16.09.2020 w.r.t public procurement of goods and services in medical devices vide order no **F.No 31026/65/2020-MD dated 30.12.2020**. The relevant provisions of DoP order dt. 16.02.2021 and DPIIT order dt. 16.09.2020 and all subsequent orders from time to time will apply in the instant case. Bidders are requested to submit a declaration indicating percentage of local content as per **Annxure-XII**.

11. ACCEPTANCE OF TENDER

- 11.1 Technically responsive tenders will be evaluated based only on the "landed price" (all-inclusive price), i.e. Rate per Unit inclusive of all taxes, duties, transportation& other charges.
- 11.2 The evaluation for ranking shall be carried out on the basis of "all inclusive" prices of the goods offered for each schedule separately.
- 11.3 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.
- 11.4 (i) CMSS or its authorized representative(s) has the right to inspect the factories 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. In such situation CMSS reserves the right to take other actions against the

tenderer including forfeit of security deposit, debarring/blacklisting for appropriate period.

- (ii) The Tenderer shall allow inspection of the factory at any time by a teamof 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 during the currency of the contract.
- 11.5 The acceptance of the tenders will be communicated to the lowest / matched tenderers in writing (through email), as per format of the Acceptance Letter given in **Annexure-IX**.

The Contract shall be issued from GEM as per their format. In addition to contract through GEM, the LOA, LTA and PO would be issued from CMSS e-Aushadhi platform and details mentioned in these documents will be considered for all purposes i.e. tender obligations, delivery completion and payment purposes irrespective of GEM contract whenever issued.

12. SECURITY DEPOSIT AND AGREEMENT

12.1 Security Deposit:

In accordance with Department of Expenditure Ministry of Finance notification dated 12.11.2020, the clause may be read as:

On being intimated about the acceptance of the tender the L1/Matched tenderer shall pay a Security Deposit at the rate of 3% of the total value of goods to be awarded. The Security Deposit amount, is to be deposited in the form of NEFT/RTGS/Fixed Deposit Receipt/Demand Draft (payable at New Delhi)/Bank Guarantee in favor of Central Medical Service Society.

Beneficiary Name: Central Medical Services Society

A/C No. 32719062216 Bank Name: SBIBank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code: SBIN0000583

12.2 The Performance Bank Guarantee shall be valid for **1260** days from the date of commencement.

LOA Submission -15 days
Rate Valid -365 days
Delivery period -90 days
Shelf life -365 x 2 Years

B.G. Extension -<u>60 days</u>

<u>1260 days</u>

- 12.3 The lowest/ matched 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 CMSS informing that his tender has been accepted. The Specimen form of Agreement is available in **Annexure-X**.
- 12.4 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 12.5 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 12.6 Failure to deposit the performance security will attract clause 9.4.

13. METHODOLOGY FOR PLACING ORDERS

For placing orders the following procedures will be adopted:

- 13.1 After the Price Bid opening, the lowest offer will be declared as the L1 tenderer. CMSS reserves right to negotiate prices with L1 bidder in justified cases.
- 13.2 The Tenderer, who has been declared as Lowest Tenderer for certain item(s), shall within the tender issue of LOA (letter of acceptance) execute necessary Agreement for the supply of the allocated quantity of such items as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of LOA, agreement, Purchase Order is attached at Annexure –IX, X, XI respectively. Generally speaking the draft art work should be given in technical specifications however, in those cases where draft artwork not given in tender specifications, the vendor must need to coordinate with respective programme division of ministry to freeze (get approval) for the art work. No extension would be given on this pretext.
- 13.3 If two or more than two Tenderers are declared as lowest suppliers for the same item(s) (i.e. emerge L1), such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such Tenderer will be eligible for placement of Purchase Orders for equal proportion of tendered quantities (50:50 or 33.33:33.33:33.33) for such item(s) for which they are declared as lowest (L1).
- 13.4 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price.
- 13.5 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price.

- i. In order to maintain uninterrupted supplies, the CMSS will place orders with minimum of two suppliers for tendered product with 70% of the orders given to L1 and the balance 30% to the next Matched Lowest Tenderer.
- ii. In case there is no L2 /matched bidder, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity will be ordered on mutual consent.
- iii. In case, L2 bidder/matched bidder refuses to accept the offered quantity, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity (and including quantity in consideration in Clause No. 10.1 (i)) will be ordered on mutual consent.
- iv. In case L1 bidder has quoted for 50% quantity, the balance quantity will be offered to L2 and L3 bidders for 30% and 20% quantity respectively.
- v. In case there is no L3/matched bidder at 3rd position (i) above may be followed or balance 50% quantity may be offered to L2/matched bidder in case L1 does not agree to supply 70% of tendered quantity.
- vi. In case of requirement of large quantities, CMSS may place orders with 3 suppliers in the ratio of 50:30:20, which will be indicated in the tender document at **Annexure-I**.
- 13.6 If the lowest supplier has failed to supply the required items within the stipulated time or within the extended time, as the case may be, CMSS may cancel such purchase orders and on cancellation, CMSS may place Purchase Orders with the Matched Lowest Tenderer or to the other tenderers at the risk and cost of the defaulted supplier.
- 13.7 The supplier shall complete the supply of the items required by CMSS at the consignee destination mentioned in the schedule, within minimum required period as stipulated in order from the date of the orders.
- 13.8 The supplier shall supply the items at the specified destination and submit a copy of the Purchase Order, Delivery Challan and other relevant documents at the same destinations.
- 13.9 After supply of items at the specified destinations, the supplier shall submit Invoice (Original), Certificate of analysis (Batch Wise) and other relevant documents etc., at the Head Office, CMSS for claiming payment.
- 13.10Subject to para (13.6) to para (13.9) above, CMSS will process the invoices submitted by the supplier and the payments against supply will be made within 60 days from the date of submission of all relevant documents to the CMSS provided the items supplied has been declared of STANDARD QUALITY, by the Empanelled Laboratory of CMSS.

14 SUPPLY / DELIVERYCONDITIONS

- 14.1 The supplier should acknowledge the receipt of the Purchase Order within 3 days of its receipt.
- 14.2 The supplies will be made in staggered quantities (if applicable) as detailed in Annexure-I.
- 14.3(a) The supplier shall supply the ordered quantity within minimum required period of 90 days (or as mentioned in LOA/PO) from the date of award at the destinations mentioned. If the above day happened to be a holiday for CMSS, the supply should be completed by 5.00 PM on the next working day. In case of non-execution of the order either partially or fully, CMSS reserves the right to cancel the purchase order or place fresh purchase orders on alternative source at the risk and cost of the default supplier. In such cases the CMSS, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.
 - (b) With the prior approval of CMSS, the supplier may continue to supply the unexecuted quantity after 60th day or after the delivery dates/schedule as mentioned in order with Liquidated Damages as specified in Clause 18 of the tender conditions on the delayed supplies.
 - (c) Supplies should be made directly by the tenderer and not through any other Agency/Dealer/Distributor.
 - (d) The Tenderer shall not, at any time, assign, or make over the contract or the benefit there of or any part thereof to any person or persons whatsoever.

14.4All goods must be of fresh manufacturing and must bear the dates of manufacturing and expiry. The bidder further warrants that all goods supplied will have, at least 5/6th of the minimum shelf life must remain at the time of delivery to the consignee. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

14.5 For both items delivered to direct consignees & CMSS warehouses, the supplier should ensure that the items are delivered with the minimum shelf-life as mentioned in the tender document/Purchase Order failing which the consignees/CMSS WHs shall not accept the items. Further, the bidder's attention is invited that if they supply/deliver the items with short shelf-life as per tender/Purchase Order and even if direct consignees receive such items, the invoices shall not be processed by CMSS for payments. It is the sole responsibility of the bidder/vendor to deliver the items with minimum residual shelf-life as mentioned in the tender/Purchase Order.

14.6A Certificate of Analysis/ Performance Evaluation Report from manufacturer's own Quality Control Lab covering each batch delivered is to be submitted along with shipping documents.

The Certificate of Analysis shall include:

- a) Generic name of the product
- b) Batch No.
- c) Pharmacopoeial Reference and/ or In-house method
- d) Batch quantity
- e) Date of manufacture
- f) Expiry date

- g) Date of test
- h) Description
- i)All identity, potency, purity, sterility, pyrogen and all other test required by the specified pharmacopoeia and/or In-house method. Both the actual results and the limits for the individual tests should be given
- i) Conclusion
- k) Qualified signatures
- as applicable

OR/And

The Performance Evaluation Report shall include:

- a) Product name
- b) Lot/Batch Number
- c) Date of manufacture
- d) Date of Expiry
- e) Manufacturer's name
- f) Number of samples tested
- g) Testing principle

Information about reference used

- h) TESTING PROCEDURE- Sensitivity, Specificity etc
- i) Results
- i) report number
- k) Date of Analysis
- I) Designation and signature of analyst
- m) Authorized signatory of lab

The above mentioned batch shall be manufactured in accordance with the applicable GMP/QMS regulations.

- 14.7 All the Tenderers are required to supply the product(s) with printed text "FWP SUPPLIES NOT FOR SALE" in red-colour on the strips, blisters, vials, ampoules & bottles and also on the external packings. The type/thickness of packing materials used in Blister packs may also be specified. Goods received without this print will not be accepted by CMSS/Consignee. Affixing of rubber stamp shall not be accepted. However, the approved art work will prevail.
- 14.8 If at any time the Tenderer has, in the opinion of the CMSS, delayed the supply of items 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 items may be extended by the CMSS at its 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. The exceptional events do not include 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.
- 14.9 The supplier shall not be liable to pay LD/ penalty 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.

15. PACKING

- 15.1 The items shall be supplied in the package specified in the Technical Specifications in **Annexure-1**.
- 15.2 The Weight, Volume & Dimensions of shipping cartons & intermediate packaging carton may be mentioned.
- 15.3 The packing shall be of a sturdy quality to provide adequate protection of the product for carriage to final destination, **PAN INDIA** including remote locations under adverse climatic and storage conditions and high humidity. Used cartons should never be used.
- 15.4 Products with specific temperature requirements will be packed and stored and delivered in appropriate conditions.
- 15.5 The packaging unit should be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing.
- 15.6 Special attention of suppliers is invited to ensure the material is of good quality and is free from development of fungus/termites. In case fungus/termites develops within 15 days of delivery at specified locations, suppliers at their own cost would lift the entire batch from various locations and supply fresh replaced batches. For LD purposes the date of receipt of replaced batches would count. In addition, the expenses on pest control to be undertaken by CMSS would be borne by the tenderer.

16. QUALITY CONTROL

- 16.1 Quality Control is an essential part of the current procurement and it is the responsibility of the supplier to ensure quality assurance as per specifications/bid document. The products should conform to the standards as specified in **Annexure-1** of the Tender document.
- 16.2 The bidder/ supplier understand that the tendered item/items is/are critical health goods and the quality parameters of supplied goods are to be ensured during complete specified shelf life as indicated in technical specification/bid document/ official compendium. Bidder/Supplier also appreciate that failure in quality checks is serious default as it may derail entire programme and can also risk the life of users of supplied health goods.
- 16.3 CMSS will embark on stringent quality checks to ensure that tendered goods meet required standards throughout specified shelf life. For this purpose, CMSS reserves the Page 30 of 153

right to carry necessary inspections/tests at any of, or any combination of or/all of following stages:

(a) At Pre-Dispatch stage.

Pre-dispatch inspection for passing the quality of the goods, would be done before direct shipment to the consignees from supplier Warehouses (in India).

- (b) At Delivery Stage: inspection done once the goods reach at consignee location and before taking over supplied goods in inventory.
- (c) Post Delivery Surveillance: The Drugs/goods shall have the active ingredients and all other parameters at the prescribed level as indicated in official compendiums or technical specifications throughout the shelf life period of the drugs/ goods. Quality Monitoring Activities may also be organized by CMSS post delivery.
- 16.4 CMSS may engage the services of a Quality Control Agent & Quality Control Testing Laboratories for the purpose of Inspection & Quality Control.

16.5 Inspection Methodology:

PDI (Pre-Dispatch Inspection) as mentioned in **Annexure-I** means, the QA inspection/testing shall be completed prior dispatch of supplies direct to consignees/CMSS warehouses. After completion of manufacturing process, the supplier should offer goods for PDI inspection in writing to Quality Assurance department of CMSS at least 10 days before proposed inspection date. The samples of each batch will be collected and sent to designated laboratories (Government/ Private Drugs Testing Laboratories) for testing as decided by the CMSS. Handling and testing charges will be borne by CMSS. After the dispatch clearance of Quality Assurance department of CMSS, the supplier will deliver the items to the consignee or CMSS warehouses as per the schedule mentioned in the Purchase Order. If the supplier delivers/dispatches goods without completing the QA inspection, sample testing, dispatch clearance etc., CMSS shall not be processing the payments of such goods and the supplier will be solemnly responsible for the supply of such goods.

Non-PDI (Post Delivery Inspection) as mentioned in **Annexure-I** means, the supplier will deliver/dispatch the manufactured items (as per the technical specifications) directly to CMSS warehouses. The samples will be collected from the warehouse of CMSS and sent to designate Quality Control Labs in respect of supplied goods at any point during specified shelf life as per decision of CMSS.

In case of failure of batches during or at any stage (indicated at 16.5), the testing charges would be claimed for the defaulting vendor.

16.6 The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories.

"Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods.

- 16.7 At any of Inspection/testing stage, samples which do not meet quality requirement/specifications 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 and the cost of entire batch paid will be recovered whether consumed fully/ partially. Besides action may also be initiated for debarring/blacklisting against supplier for suitable period.
- 16.8 In the event of the samples of Drugs/goods supplied fails in quality tests or found to be not as per specifications at any of testing stages (as mentioned in clause no. 16.3), depending upon the type, nature and seriousness of failure, consequences resulting from such default, availability of alternate sources, the CMSS is at liberty to either:
 - (i) Ask the supplier to replace the entire quantity of relevant batches, in addition to imposition of penalty @ 25% of batch supply cost or
 - (ii) To make alternative purchase of the items of Drugs from other approved suppliers 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.
 - (iii) In addition to (i) or (ii) above, action to debar/blacklist the supplier for suitable period, as decided by CMSS may also be initiated. In addition to forfeiture of Performance Security Deposit.
 - (iv) In addition, the FDA/ Drugs Control Authority 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.
 - (v) The decision of the CMSS or any officer authorized by CMSS, as to the quality of the supplied drugs, medicines, vaccines etc., shall be final and binding.
- 16.9 In case of supply of "NOT OF STANDARD QUALITY" goods to CMSS, the supplier shall make replace the rejected quantity by replacement within 2 months. If replaced batch is also found "NOT OF STANDARD QUALITY", the supplier shall be blacklisted for the product and no further supplies shall be accepted for the particular product category. In addition, the licensing authority will be informed for initiating necessary action on the supplier in their state. The security deposit will also be forfeited without any intimation. The warranty shall apply to replacement batches also. The decision of CMSS, as to the quality of the supplied goods shall be final and binding.
- 16.10 If the product is non-Pharmacopoeial then the supplier must provide the in house test method along with the required reference standards if asked for. The Master Formula of the products shall be provided whenever asked for.

17. PAYMENT PROVISIONS

- 17.1 No advance payments towards costs of items will be made to the Tenderer.
- 17.2 The payment towards supply of items to CMSS will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System)/ Core Banking/ NEFT. The Tenderer shall

- furnish the relevant details in original **(Annexure-XII)** to make the payment through RTGS/Core Banking/NEFT. The payment will be in INR only.
- 17.3 All bills/ Invoices should be raised in duplicate and the bills should be drawn in the name of Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road, Chanakyapuri, New Delhi-110021or in the name of any other authority as may be designated. Supplier have to mention e- aushadhi PO No. and tranche/ lot on the invoice.
- 17.4 Payments for supply will be made only after completion of supply of Items ordered in the individual Purchase Order PROVIDED quality reports are acceptable. The CMSS shall endeavour to make payment within 75 days in respect of items requiring sterility tests and within 60 days in respect of items requiring non- sterility test from the date of submission of invoice or from the date of receipt of material, whichever is later along with all the relevant documents of tender.
- 17.5 Lot/Tranche/PO vise Part payments for supply will be considered only after completion of supply of at least 50% quantity ordered in the individual Purchase Order/Lot/Tranche PROVIDED original consignee receipts (or on GeM by consignee for the receipt, with original CRC to be submitted before next payment is released) are produced and the quality pass reports of Standard Quality on samples testing are received from approved laboratories of CMSS.
- 17.6 (i) Variations in prices will be admitted on account of increase or decrease in the Statutory taxes levies, such as customs duty, GST etc., on production of relevant government notification, but during scheduled delivery period only.
 - (ii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- 17.7 The supplier shall submit the following documents while claiming payments for supplies:
 - (a) Delivery challan along with the supplies (POD)
 - (b) Packing list
 - (c) Certificate of analysis along with the supplies (for each batch supplied).
 - (d) Itemized Invoice/Bill in duplicate to CMSS Head Office.
 - (e) Such other documents as required by CMSS.
 - (f) Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Delivery challans and original Consignee Receipt Certificate (CRC) or such CRC to be uploaded on GeM by the consignee (if applicable) (with originals to be submitted before next payment is processed) as per format given in the tender document Annexure duly signed & stamped with other necessary documents for smooth processing of payment
- 17.8 Supplier will integrate with e- aushdhi system of CMSS and Supplier Interface Module in which selected bidders shall be required to enter/upload batch no, qty, mfg & expiry date,

tranche no, invoice/challan copy etc. against PO no. Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Deliver challans or original Consignee Receipt Certificate (CRC) duly signed & stamped with other necessary documents for smooth processing of payment.

18. LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1 DELAYS IN SUPPLIER'S PERFORMANCE:

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its LOA/purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the LOA/purchase order or in case of non-submission of Security Deposit within the stipulated time, purchaser reserves the right either to short-close/cancel this LOA/purchase order and/or recover liquidated damage charges. The cancellation/short-closing of the LOA/Purchase order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor. This purchase at the risk and cost of the defaulting vendor can be at the same L1 cost of the tender or at higher cost and can be met through other vendors available in the present tender/contract or through any vendor from the open market. Any additional cost towards this risk purchase will be entirely borne/adjusted from running bills/demanded from the defaulting vendor.
- (b) Repeated/habitual delays by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; imposition of liquidated damages, forfeiture of its performance security, and/or termination of the contract for default and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.
- (c) If the suppliers are not completed in the extended delivery period, the purchase order may be short closed without any compensation to supplier and the performance security shall be forfeited.
- (d) Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
- (e) Purchaser reserves the right to debar/blacklist the supplier for a suitable period who habitually failed to supply the goods/services in time. The decision of purchaser will be final and binding.
- 18.2 If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ 2.5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day

happens to be a holiday the supply will be accepted on the next working day without any penalty.

- 18.3 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing only, the supply may be accepted subject to purchaser's decision and after levying a penalty which may be up to 5% of cost of package received with damaged packing.
- 18.4 Timely supply is the essence of contract/ Purchase order. The drugs/medicines/items ordered are meant for key National programmes & delay in supply can have the adverse impact on patients can derail the critical National level Disease Control Programme.

For each lot/tranche, the delivery schedule (dates) are mentioned in the LOA/PO. The vendors are to make every effort to complete the delivery of each Lot/Tranche as per delivery schedule mentioned in the LoA/PO.

In continuation to provisions of liquidated damages clause no. 18, it may be noted that:

If the vendor is not able to supply the total qty. of each lot/tranche within the scheduled delivery dates, the following may be noted:

- a. The supplier will not dispatch/supply stocks/goods after the last date of scheduled delivery of the Lot/Tranche without PO amendment issued by procurement wing.
- b. CMSS Warehouses/Direct consignees would not accept any stock/goods of any Lot/tranche beyond scheduled delivery period in absence of delivery extension PO amendment. E-Aushadhi software functionality has been made that CMSS WHs would not be able to receive the goods (GRN creation barred). These consignees will accept the stocks beyond scheduled delivery date only if Procurement wing has issued PO Amendment for delivery extension.
- c. No extension of the delivery date would be granted suo motu unless the supplier specifically asks for it. However, in a few cases, it may be necessary to grant an extension of the delivery period suo motu in the interest of the administration. In such cases, the supplier should mandatorily submit clear acceptance of the extension letter.
- d. If at any time during the currency of the contract, the supplier encounters conditions hindering delivery of goods, he shall promptly inform the concerned officer in writing. The supplier/vendor should raise request for delivery time extension well in advance i.e. at least 15 days before scheduled delivery date, should mention the likely duration within which it intends to complete the supplies and request for extension of delivery schedule accordingly. On receiving the supplier's

communication, CMSS shall examine the proposal and on approval from the CA, may consider issuing delivery extension with/without LD provided: -

- i. That there are sufficient arounds for acceptance of such requests.
- ii. That there is no falling trend in prices for this item as evidenced from the fact that, in the intervening period, neither orders have been placed at rates lower than this contract nor any tender been opened where such rates have been received even though the tender is not yet decided.
- e. In such cases, for delivery extension, PO amendment would be issued and the supplier should mandatorily supply the goods in extended time period.
- f. Vendors are strictly advised not to deliver/transport any consignment reaching beyond scheduled delivery date without proper PO amendment issued by Procurement wing of CMSS, as it would not be received by consignees. CMSS shall not process any bills of such supplies if made beyond LOA/PO delivery schedule and without any PO amendment. For such actions, vendor would be solely responsible.
- g. If the supplier again fails to deliver the balance quantity within extended time, CMSS reserves the rights/options to procure the undelivered quantity from other approved supplier available in the contract at the same rates (with no financial implication and without regular tender to save time) or from open market at the risk & cost of the defaulting supplier (which may be with financial implication) or grant further extension if deemed fit.

Note- Vendors may note that it may not be necessary that each request for extension in delivery dates is accepted and scheduled delivery date is extended by CMSS.

- h. After completion of complete LD period, if the supplier/vendor still fails to deliver goods (or a part of it) within extended timelines, actions against the supplier/vendor may be initiated for default in supplies as per terms & conditions stipulated in the tender including:
 - i. CMSS reserves the rights/options to short close the delayed lot/tranche undelivered without going for purchase of balance quantity or
 - ii. Short close the delayed lot/tranche and go for procurement of the undelivered quantity from other approved supplier available in the contract at the same rates (with no financial implication) or from open market at the risk & cost of the defaulting supplier (which may be with financial implication).

For repeated defaults in delivery in same or various POs, to debar such habitual defaulting vendor for suitable period.

Note: - In event of Force majeure reasons/ situations as explained herein at clause no. 18, this clause would not be operated.

19. WARRANTY

- 19.1 The supplier shall warrant that goods/items to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. Supplier shall warrant that goods supplied will meet and maintain the technical specification throughout specified shelf life. The supplier shall be responsible for any defects that may develop under proper storage/ use, arising because of improper quality of API, Excipients in packaging material etc. manufacturing /packaging details from faulty materials, manufacturing or workmanship or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty.
- 19.2 The portion of clause 16.8 (i) to (v) would also apply in case the goods/items supplied doesn't match to shelf life.
- 19.3 Replacement under warranty clause shall be made by the Supplier within 60 days period, free of all charges at site including freight, insurance and other incidental charges.
- 19.4 If any defect is not remedied within a reasonable time the purchaser may proceed to procure such defective quantities at the Supplier's risk and cost from other tenderer or open market, but without prejudice to may other rights which the purchaser may have against the contract in respect of such defects.

20. DEDUCTION & OTHER PENALTIES ON ACCOUNT OF DELAYS/ DEFAULT/ TERMINATION/ PART CANCELLATION/SHORT CLOSURE:

- 20.1 If the samples do not conform to tender specifications, 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 receipt of the letter from the CMSS. Such stock shall be taken back at the expense of the Tenderer. The CMSS has the right to destroy such "NOT OF STANDARD QUALITY DRUGS" if the Tenderer does not take back the goods within the stipulated time. The CMSS will arrange to destroy the "NOT OF STANDARD QUALITY DRUGS" after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 0.5% per week on the value of the drugs rejected till such time stipulated.
- 20.2 The CMSS will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part or short closed on 30 days notice. The Tenderer will Page 37 of 153

not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security Deposit and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendor.

- 20.3 For infringement of the stipulations of the contract, for non performance/ compliance of contractual terms or for other justifiable reasons, the contract may be terminated either wholly, or in part or short closed. by the CMSS and the Tenderer shall be liable to pay for all losses sustained by the CMSS in consequence of the termination which may be recovered personally from the Tenderer or from his properties, as per rules besides forfeiture of Security Deposit.
- 20.4 In the event of making Alternative Purchase, as specified in in Clause 13(f), Clause 14.2(a), Clause 16.8 and other clauses herein, penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the CMSS, 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.

20.5 In all the above conditions, the decision of the CMSS shall be final and binding.

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. PROHIBITION OF INFLUENCING CMSS BY THE BIDDER:

- (i) No bidder shall contact or influence the CMSS or its employees 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 CMSS in the 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 Evaluation 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 Evaluation Committee, shall be sufficient reason to disqualify the bidder.

(iv) Not withstanding 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.

23. RESOLUTION OF DISPUTES

- (i) The CMSS 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.
- (ii) In case of a dispute or difference arising between the CMSS and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

24. 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 New Delhi only.

CENTRAL MEDICAL SERVICES SOCIETY NEW DELHI- 110021

Online Tender of Procurement of CONTRACEPTIVES

LIST OF PRODUCT & THEIR TECHNICAL SPECIFICATIONS

Sch. No.	Item Name	Total Tentative Quantity	Unit	Detailed Technical Specifications of the Goods/Drugs	Order Distribution Criteria	Inspection Methodology (PDI/Non-PDI)
I	Condoms (Free Supply)	5,88,57,500	Pieces	Annexure-IA	70:30 as per clause no. 13	PDI Items
l II	Oral Contraceptive Pills (OCP)	97,74,450	Cycles	Annexure-IA	70:30 as per clause no. 13	Non-PDI Items
III	Emergency Contraceptive Pills (ECP)	18,28,350	Pack of 1 Pill	Annexure-IA	70:30 as per clause no. 13	Non-PDI Items
IV	IUCD 380 A	21,16,350	Pieces	Annexure-IA	70:30 as per clause no. 13	Non-PDI Items
V	IUCD 375	18,56,250	Pieces	Annexure-IA	70:30 as per clause no. 13	Non-PDI Items
VI	Pregnancy Test Kits	1,49,30,100	Kits	Annexure-IA	70:30 as per clause no. 13	Non-PDI Items
VII	Injectable Contraceptive (Antara)	69,25,000	Doses	Annexure-IA	70:30 as per clause no. 13	Non-PDI Items
VIII	Tubal Rings	8,06,850	Pairs	Annexure-IA	70:30 as per clause no. 13	Non-PDI Items

(Please refer Technical specifications attached in Annexure-IA)

Delivery Terms:

(a) The delivery shall be on DDP (Destination basis).

Dummy consignee as CMSS Delhi is created to enter the quantity. However, vendors may please note that exact consignee wise allocation will be intimated along with Purchase Order.

(b) Delivery Schedule

Sch. No.	Item Name	LOT No.	Delivery Schedule
	Condoms (Free Supply)	1	100% quantity to be delivered between 90 days from the date of issue of LOA
II	Oral Contraceptive Pills (OCP)	1	100% quantity to be delivered between 90 days from the date of issue of LOA
III	Emergency Contraceptive Pills (ECP)	1	100% quantity to be delivered between 90 days from the date of issue of LOA
IV	IUCD 380 A	1	100% quantity to be delivered between 90 days from the date of issue of LOA
V	IUCD 375	1	100% quantity to be delivered between 90 days from the date of issue of LOA
VI	Pregnancy Test Kits	1	100% quantity to be delivered between 90 days from the date of issue of LOA
VII	Injectable Contraceptive (Antara)	1	100% quantity to be delivered between 90 days from the date of issue of LOA
VIII	Tubal Rings	1	100% quantity to be delivered between 90 days from the date of issue of LOA

Annexure 1A – Technical Specification

Annexure 1B – Consignee Location

Annexure 1C- CMSS Warehouses

Annexure 1D- Art Work

Schedule I- Condoms (Free Supply)

Technic	al Specification: As per Schedule 'R' of Drugs & Cosmetics Rule
	Note**
I	'A' Type denotes the 170 mm length 49 ± 2 mm width condoms in non -squeeze square pack condition (packing as per packing specification and artwork)
II	Tenderers should quote for 'A' type pack only.
III	The identification mark (3-4 letters/ numbers) like manufacturer's name (initials), year of production and scheme Free Supply/Social Marketing (F/S), as the case may be, would be screen printed on the condom itself within 5MM of the rim/open end of condom between the two dipping layers of latex during the manufacturing process.
IV	The Batch No. would also be indicated in bar-code on the outer packaging in addition to its indication in the alpha numeric form.
V	The quantity of lubricant should be at least 250 mg.
VI	(a) CONDOMS SHOULD CONFORM TO THE SPECIFICATIONS LAID
	DOWN IN THE SCHEDULE 'R' OF DRUGS AND COSMETICS RULES.
	(b) The wallets as well as the cartons and the prices printed on them should strictly conform to the provisions contained in D.I.R. (packed and
	commodities order 1987). However, as of now, 'Maximum retail price Rs/ per condom, inclusive all taxes', should be stipulated on the wallets and cartons for commercial scheme.
	(c) For condoms upto strip-packed stage, the manufacturer should also include the cost of outer packing.
	(d)The brand name of the product will be mentioned in the supply order.
	(e)The packing materials viz. Wallet catch covers and inner cartons will be provided by the purchaser (SMOs).

Packing and marking:

(a) The stores should be packed as per details given in Annex 1A to 1E. Each pack will have the following printed in indelible ink across each label 'Central Government Supply Not for Sale'. Artwork should be approved by the CMSS before manufacturing the item.

Art work should be approved by the Ministry before manufacturing the item.

The packing will also be marked as under

- i) Nomenclature of the stores.
- ii) Manufacturers name, Address and License No.
- iii) Date of Manufacture, Expiry and Batch No.
- iv) Quantity contained therein.
- v) Inspection Note No. and Date.
- vi) Any other particulars required under the Drugs and Cosmetics Act of India and the Rules framed there under.

Specification of Latex Rubber Condom

(As per Schedule R of Drugs and Cosmetics Rule 1945)

SPECIFICATION FOR LATEX RUBBER CONDOMS

1. <u>Dimensions:</u>

- i. Length: the length when unrolled (excluding teat) shall be net less than 170mm/180mm with width 49±2mm/53±2mm measured as per details in part 2 below.
- i. Width: the width of a condom when laid flat and measured at any point within 85mm from the open end shall be;
 - a. 49±2mm
 - b. 53±2mm
- iii Single wall thickness: the single wall thickness of a condom when measured at three points, one at 30±2mm from open end, 30±5mm from the closed and excluding the reservoir tip and at the mid distance between these two points shall be from 0.045mm to 0.075mm.

2. Freedom from Holes:

Statistical sampling from quality control assessment of the finished product in respect of water leakage test shall be done in accordance with the plan set out in Appendix I. Condom shall show no evidence of water leakage when tested as follows:-Unroll the condom and fit the open end on a suitable mount. The condom is thus suspended open end upwards. Fill it with 300ml water at room temperature and inspect it after a period of at least 1 minute for leakage upto25mm from the open end. If, because of distension of the condom, the water does not extend to 25mm from the open end, raise the closed end until water level reaches the distance. After at least 1 minute, inspect the newly-wetted part of the condom for leakage.

Note: Air leakage test is deleted from requirements.

3. <u>Bursting Volume and Pressure Test:</u>

Sample condoms shall be tested for bursting volume and pressure test. Statistical sampling for this test shall be done in accordance with the plan set out in Appendix-II.

Condom shall not leak or burst at a volume of less than that specified or pressure less than 1.0k pa(gauge), when test as in Appendix-IIA both before and after oven conditioning as specified in Appendix-III. Bursting volume minimum limit in litres shall be equal to

= <u>(Mean condom width in mm)</u>² rounded to the nearest 0.5 litres. 151.8

Note: Tensile test is deleted from requirements.

4. Integrity of Individual Package Seals:

Sample condoms in individual packages shall be placed in a sealed, transparent container (such as laboratory bell jar) and subjected to a vacuum of 50±10kpa (gauge) for a period of one minute.

Condom packages that do not inflate and remain inflated for the period of the test shall be deemed non-compliers. In doubtful cases, the test may be repeated and both the inflation and deflation of packages may be observed on application and removal of vacuum.

An AQL of 2.5 will be applied in assessing the results of this test. 50 samples of condoms shall be tested for integrity test of individual package seals. The compliance limit or acceptance number shall be not more than 3 condoms.

Appendix-I

<u>Sampling plan for Quality Control of Condoms at Manufacturer's Level/Purchaser's level</u>

Batch Size: 35001 to 1.50 lakhs

Single Sampling Plan

Sample Size: 200 AQL - 0.25

AC - 1 R - 2

Batch Size: 1.50 lakhs to 5 lakhs

Sample Size: 315 AQL - 0.25

AC - 2 R - 3

Batch Size: Over 5 lakhs

Single Sampling Plan Sample Size: 500 AQL - 0.25

AC - 3 R - 4

Note: AQL means Acceptance Quality Level.

AC means Acceptance Number i.e. the maximum allowable number of defectives for acceptance of the Batch.

R Means Rejection Number i.e. the minimum number of defectives for rejection of the Batch

<u>Appendix-II</u>

Samplina plan for Burstina Volume and Pressure Test

Batch Size: 35001 to 1.50 lakhs

Single Sampling Plan

Sample Size: 200 AQL - 1.5

AC - 7 R - 8

Batch Size: 1.50 lakhs to 5 lakhs

Single Sampling Plan

Sample Size: 315 AQL - 1.5

AC - 10 R - 11

Batch Size: Over 5 lakhs

Single Sampling Plan

Sample Size: 500 AQL - 1.5

AC - 14 R - 15

Note: AQL means Acceptance Quality Level.

AC means Acceptance Number i.e. the maximum allowable number of defectives for acceptance of the Batch.

R Means Rejection Number i.e. the minimum number of defectives for rejection of the Batch

Appendix-IIA

<u>Determination of Bursting Volume and Pressure</u>

1. Principle

Inflation of a constant length of the condoms with air and recording the volume and pressure at the moment of bursting.

2. Apparatus:

- 21 Apparatus suitable for inflating the condom with clean air at a specified rate and provided with equipment for measuring volume and pressure.
- 22 Suitable mount for fitting the condoms to the apparatus.
- 23 Rod, 140mm in length having a smooth sphere 20mm in diameter at its top for hanging the unrolled condom when fixed to the apparatus.

3. Procedure:

- 3.1 Unroll the condom, hang it on the rod (2.3), affix to the mount (2.2) and inflate with air at a rate of 0.4 to 0.5 litre/sec (24 to 30 litres/min.)
- 32 Measure and note the bursting volume, in litres rounded to he nearest 0.5 litre and the bursting pressure, in kilopascals rounded to the nearest 0.1kpa.

Appendix-III Oven Conditioning

1. Principle of the method:

The test consists in subjecting test samples to control deterioration by air at an elevated temperature and a atmospheric pressure after which Burst Volume and Pressure limits are measured.

2. Apparatus:

The air oven shall be of such a size that the total volume of the test samples does not exceed 10% of the free air space of the oven. Provision shall be made for slow circulation of air in the oven of not less than three changes and not more than ten changes per hour. The temperature of the oven shall be thermostatically controlled so that the test samples are kept within \pm 2° C of the specified ageing temperature. A thermometer shall be placed near the centre of the ageing test samples to record the actual ageing temperature.

Note: Copper or Copper alloys shall not be used for the material of construction of the oven prescribed.

3. Test Samples:

The foil limitations of individual packages should remain intact throughout all laboratories handling including oven conditioning.

4. Test Reports:

The test report shall include the following particulars;

- a. the identification of the sample.
- b. The bursting volume and bursting pressure of each test condom.
- c. The date of testing.

a) FREE SUPPLY CONDOMS SPECIFICATION FOR **PACKING MATERIALS**

- 1. Nirodh Condom with teat end, lubricated for single use of Free Supply Scheme (life 3 years).
- 2. Details of lubrication and lubricant

a. Quantity of lubricant - 250mg minimum

b. Details of lubricant
c. Viscosity
d. Properties
Silicon Oil (Dimethyl Poly Siloxane)
200-350 CTSK
Non-toxic and non-irritant to skir d. Properties Non-toxic and non-irritant to skin

3. Material Specification & Dimension of Packing Material (5's Pack):

		SPECIFICATION	NO.OF PIECES
Foil	Square pack	Aluminium paper top foil Specification: 40 – 42 GSM GIP (GLASSINE) paper(Similar paper) / 18 – 20 micron Polythene / 9 micron Aluminium / 6 - 8 gsm Heat seal coating (Equivalent sealant) or Nucrel. No. of Colours: Two Foil Width: 55 mm	
LEAFLET		Material: Creamove paper No. of colours: one black; GSM:80 Dim:55x55 (mm) (LxB) (English on one side and Hindi on other side)	1 pc./wallet
Wallet		GSM-250 Material -Duplex board. Colour: Four Matt UV varnish Dimension (LxBxH) (ID in mm):58x60x23 mm Batch stamping area should be free from UV varnish	5 square strips /wallet
CARTON		Material: 3 PLY 'E' micro flute Duplex Board with top open. (250 GSM Duplex Board as the top layer and other inner layers are virgin kraft paper of 100 GSM each) No of colours: four GSM: 450 Dimension (LxBXH) (ID in mm):195x182x127 mm	5X48= 240 Pcs

MASTER CARTON	Material : 5 ply Narrow flute corrugated card board box of each ply of 150 GSM Virgin Kraft Paper. No. of Colours : Two. GSM: 850 min Dimensions (LXBXH) (ID in mm): 560X410X545(mm) Bursting Strength: 16-19 Kg/cm2 (min). Others : The minimum burst factor of the 5 layers are 40,24,40,24,40. Stapled.	5x48x24=576 Opcs
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Note:

- 1. Name of the firm should be printed on the tape pasted on the cardboard for sealing purpose.
- 2. "Not for export outside India" must be printed on the wallet, cartons and corrugated

cardboard boxes.

- 3. Leaflet illustrating how to use condoms must be printed.
- 4. Condom width and length specification and whether the packing of A type must be mentioned on individual package (Wallets) and the cartons.
- 5. The **identification mark** like manufacturer's name (initials), year of production and scheme Free Supply (F), would be screen printed on the condom itself within 5MM of the rim/open end of condom between the two dipping layers of latex during the manufacturing process.
- 6. The Batch No. would also be indicated in bar-code on the outer packaging in addition to its indication in the alpha numeric form.
- 7. The quantity of lubricant should be at least 250 mg.
- 8. The design and layout of the packing material shall be in conformity with the artwork to be provided to the suppliers

Schedule- II Oral Contraceptive Pills (OCP)

DESCRIPTION AND SPECIFICATION

1. Specification for Oral Contraceptives Pills

* (As per specifications attached in Annex 1A and 1B:)

- i. The **identification mark** like manufacturer's name (initials), year of production and scheme Free Supply/ Asha supply/ Social Marketing (F/S), as the case may be, would be printed/ embossed on the tablet itself.
- ii. The Batch No. would also be indicated in bar-code on the outer packaging in addition to its indication in the alpha numeric form.

Packing and Marking:

a) The store should be packed as per details given in Annex 1A and 1B. Each pack will have the following printed in indelible ink across each label 'CENTRAL GOVERNMENT SUPPLY: NOT FOR SALE'.

The packing will also be marked as under

- i) Nomenclature of the stores.
- ii) Manufacturers name, Address and License No.
- iii) Date of Manufacture, Expiry and Batch No.
- iv) Quantity contained therein.
- v) Inspection Note No. and Date.
- vi) Any other particulars required under the Drugs and Cosmetics Act of India and the Rules framed there under.
- b) The Batch no. would also be indicated in bar-code on the outer packaging in addition to its indication in the alpha numeric form.

Artwork of the OCPs Mala-D and Mala-N for Asha supply and Free Supply should be approved by the Ministry before manufacturing the tablets. Identification mark should be embossed on the tablet itself.

DESCRIPTION AND SPECIFICATION

1.Product Formulation (each tablet)

- i. Free Distribution Programme: Mala-N-Packed as per 2 below
- a) 21 tablets containing Harmones as under:-

Levonorgestrel I.P. 0.15 mg

Ethinyloestradiol I.P. 0.03 mg

b) 7 tablets containing Ferrous Fumerate as per I.P. – 60 mg

Tablet in all the four packing as above should conform to IP standards (Disintegration time and other tests as per IP)

- 2. Packaging insert, Logo Brand Name-Mala etc. will be same for both the products under the two schemes except for colour scheme and printing of 'Free Supply-Not for Sale' both on the catch cover and on the strip of pills under the Free-Distribution Scheme. To distinguish the two brands Mala-N or Mala-D will be printed on both the strip and the catch cover respectively (For details of packing specifications refer Annex-1B.
- 3. Tableting: The OCP strip will have 28 tablets constituting of twenty-one Oral Pills with active ingredients as mentioned above and seven Ferrous Fumerate tablets. The tablets will be coated and packed in 'Blister packs' only.

4.Colour Scheme:

As per artwork available in the office of CMSS.

- 5. Packing Insert/Instruction Leaflet: As per sample enclosed with the tender.
- 6. Brand Name i.e. Mala-N or Mala-D, Name of Manufacturer, Date of Manufacturing, Date of Expiry, Batch No. etc., should be indicated on both the catch covers and strip.

7. Approval of packaging materials

Samples of strips, catch cover, carton etc. will have to be approved in advance.

MATERIAL SPECIFICATION & DIMENSION OF PACKING MATERIALS

MATERIAL SPECIFICATION & DIMENSION OF PACKING MATERIAL - MALA N FW

	SPECIFICATION	NO.OF PIECES
CATCH COVER	1 .SIZE :23 X 11.5 CM (OPEN WALLET) 2. GSM : 250 (minimum) 3.WHITE BACK DUPLEX BOARD ,with "Matt UV-Varnish" after printing . PRINTED IN FIVE COLOURS ON FRONT SIDE and BACK SIDE AS PER ARTWORK. 4.CUT, CREASED, & SUPPLIED FLAT.	One Strip / Catch Cover
CARTON	400 GSM Duplex Board with grey back , IR Varnish Four Colour Printing as per artwork, Internal Dimension: L:350 mm X W: 190 mm X H:60 mm With Thumb cut at the centre of the Carton	100 Cycles/Carton
CORRUGATED BOX	*INTERNAL DIMENSIONS L:395MM,W:365MM,H:320 MM, *NARROW FLUTE 7 PLY BOXES WITH INNER & OUTER PLY VIRGIN KRAFT PAPER OF WHICH OUTER PLY TO BE ALKALI RESISTANT WITH BITUMIN *THE BOX SHALL BE IN SINGLE PIECE WITH DOUBLE STAPPLING AS PER ISI 10066- 1981 *TOTAL GSM COMPRISING OF 1)OUTER LTNTNG 160(BIT.) I 2)LINING 120X3/>1147 3)FLUTTNG 150 X 3 DIRECTION OF FLUTE:VERTICAL PUNCTURE RESISTANCE NOT LESS THAN 45 C. OZS INCH PER TEAR INCH NATURE OF GUM:STARCH BASED BU RSTI NG STRENGTH: 15KG/SQ.CM (MIN) STYLE: UNIVERSAL	10 Carton / master carton
	BURST FACTOR: NLT 20 STAPPLING: NLT 20 NO OF COLOURS FOR PRINTING: 02	

Schedule-III Emergency Contraceptive Pills (ECP)

2. Specification for Emergency Contraceptives Pills (ECP)

Specifications: I.P. 2014 (Indian Pharmacopoeia)

Against this enquiry, the procurement decision as well as the subsequent supply in pursuance to such decision shall be on the condition that Emergency Contraceptive Pills are manufactured out of the material of Levonorgestrel as specified in the IP. 2014. The supplier shall furnish a certification from the Drug Authority in the country of origin that the material offered by him meets the requisite standard of quality. Such certificate shall also be furnished with each batch supply for inspection by successful tenderer.

Note:-These quantity will be supplied to States/ UTs against Asha and Free Supply Scheme.

* (As per specifications attached in Annex 1A)

- iii. The **identification mark** like manufacturer's name (initials), year of production and scheme Free Supply/ Asha supply/ Social Marketing (F/S), as the case may be, would be printed/ embossed on the tablet itself.
- iv. The Batch No. would also be indicated in bar-code on the outer packaging in addition to it's indication in the alpha neumeric form.

Packing and Marking:

- c) The store should be packed as per details given in the relevant specifications. Each pack will have the following printed in indelible ink across each label. For Free Supply: "Free Central Government Supply Not for Sale and not for Export outside India" and for ASHA Supply: "Government of India supply, home delivery by ASHA, Rs. 2/- for a pack of EC Pills". The packing will also be marked as under
 - i) Nomenclature of the stores.
 - ii) Manufacturers name, Address and Licence No.
 - iii) Date of Manufacture, Expiry and Batch No.
 - iv) Quantity contained therein.
 - v) Inspection Note No. and Date.
 - vi) Any other particulars required under the Drugs and Cosmetics Act of India and the Rules framed there under.
 - vii) Artwork of the EC Pills for ASHA Supply and Free Supply should be approved by the Ministry before manufacturing the tablets.

Special Note:

i The identification mark "initial" for Emergency Contraceptive Pills should be embossed on the tablet itself.

The packing of the outer cases of Emergency Contraceptive Pills should bear batch numbers indicated prominently both in "Alphanumeric characters" and in Bar-code.

MATERIAL SPECIFICATION & DIMENSION OF PACKING MATERIAL - EC PILL FW

	SPECIFICATION	NO.OF PIECES
Catch cover	1.SIZE: 23 X 11.5 CM (OPEN WALLET) 2. GSM: 250 MIN 3.WHITE BACK DUPLEX BOARD, with "Matt UV - Varnish" after printing. PRINTED IN FIVE COLOURS ON FRONT SIDE AS PER ARTWORK. 4,CUT, CREASED, & SUPPLIED FLAT, Supply in bundles of 100	One tab / Catch Cover
CARTON	Size:165(L) X 190 W X 57 (H) mm GSM:300 (min) Grey back duplex board with "Matt UV-Varnish" after printing with locked bottom. Partition plate of size:155 X 50 mm Thick:2 mm. Printed in 05 colours. Punched, creased & pasted with resin glue and supplied. mode of packing: Supply in bundles of 100	50 Strip/Carton
CORRUGATED BOX	*INTERNAL DIMENSIONS L:395MM,'W:345MM, 'H:300 MM' *NARROW FLUTE 7 PLY BOXES WITH INNER & OUTER PLY VIRGIN KRAFT PAPER OF WHICH OUTER PLY TO BE ALKALI RESISTANT WITH BITUMIN *THE BOX SHALL BE IN SINGLE PIECE WITH DOUBLE STAPPLING AS PER ISI 10066- 1981*TOTAL GSM COMPRISING OF 1)OUTER LINING 160(BIT.) I 2)LINING 120X3 I>L1147 3)FLUTING 150x3 I DIRECTION OF FLUTE:VERTICAL PUNCTURE RESISTANCE NOT LESS THAN 45 C' OZS INCH PER TEAR INCH NATURE OF GUM:STARCH BASED BURSTING STRENGTH: 15KG/SQ'CM(MIN) STYLE: UNIVERSAL BURST FACTOR: NLT 20 STAPPLING: NLT 20 NO OF COLOURS FOR PRINTING: 02	20 Cartons/Master Carton

Schedule-IV IUCD 380 A

Technical Specifications of Intra-Uterine Contraceptive Devices (IUCDs) - 380A

Appendix -A

STANDARDS FOR COPPER - T 380A

Definition: Copper-T 380A is a T shaped intrauterine device having a copper collar on each of the horizontal arms and a copper wire wound on to the vertical arm with dimensions as shown in figure I, with a plastic mono filament tied to the ball end of the vertical arm of the T. The T shall be dispensed with a plastic insertion tube and a solid rod having dimensions as shown in figure I, to facilitate insertion of the device in to the uterine cavity.

1.1 This standards, cover the shape dimensions, manufacturing specification and the finished product specifications required for intra uterine contraceptive device Copper-T 380A and its components.

2. References:

2.1 The following standards contain provisions which through reference in this text, constitute provisions of this standards. At the time of publications, the editions indicated were valid. All standards are subject to revision, and parties to agreements based on this standard are encouraged to investigate the possibility of applying the most recent editions of the standards indicated below:

IS No. Title

3395:1997 : Low density. Poly Ethylene (LDPE) and Linear Low Density

Poly Ethylene (LLDPE) – materials for moulding & extrusion

(2nd Version)

13360(part4/SecI): : Plastics-methods of testing : part 4 Rheological

1995 properties:

Section 1 determination of the melt mass flow rate (MFR) and the melt volume flow rate (MVR) of thermo plastics.

- 3. Procedure/specification for testing during manufacture:
- 3.1Shape and dimensions
- 3.1.a The shape and dimensions of Copper-T 380A components are shown in Figure I.

3.1.b The flange as shown in figure shall be positioned so as to be at 70±5mm from T end on the insertion tube. The dimension of the flange given in the figure I are for guidance only.

3.2 Mass of Copper wire and collar

3.2a Mass of Copper wire:

The mass of the copper wire wound on the vertical frame of the T shall be 176±11mgs – Sampling Plan: Single Plan General Inspections level II – AQL 1%

3.2.b Mass of Copper Collar-

The mass of each copper collar fitted on the horizontal arm shall be 68.7±3mgs - Sampling Plan: Single Plan General Inspections level II – AQL 1%

3.3 Materials for Copper-T components

- **3.3.a** The T shall be made of a compound obtained by blending low density polyethylene (see IS 3395) and barium sulphate (20-24%) quality of BaSO₄ shall be as per IP /USP/BP/EP. The low density poly ethylene shall pass the extractable test as per Method A given in IS 12418(Part-4) and shall have melt mass flow rates between 1.8 to 2.2 g—per 10 minutes when tested according to the method in IS 13360 (part 4/Sec. 1). The blend of LDPE and BaSO₄ shall meet the requirements of the implantation test as per method B given in IS 12418(Part-4).
- **3.3.a.1** The lower end of the vertical arm of the T shall not deviate by more than 3mm from the central axis.

3.3.b. Solid Rod

The solid rod shall be made of polypropylene with approximately 0.5% pharmaceuticals grade titanium dioxide.

- **3.3.b.1** The solid rods with following shape structures shall be accepted:
- a. Rod without having ball or fin
- b. Rod with ball
- c. Rod with fin

3.3.c Insertion tube

The insertion tube shall made of high density poly ethylene which shall pass the extractable tests as per pharmacopoeia requirements. The polyethylene shall be tested at the manufacturing stage. It shall have a melt mass flow rate between 0.6 to 0.8 g/10 minute when tested according to the method given in IS 13360(part4/Sec.1).

3.3.c.1 It is optional to have the marking on scale in cm on the insertion tube with a pharmaceutical grade material so that it does not produce any toxic effects when in contact with the body fluids.

3.3.d. Flange

The flange shall be made of ply vinyl chloride containing approx. 1% titanium di oxide and pharmacopeial grade "blue" or "yellow" (IP grade).

3.3.e. Tie (Thread)

The tie shall be made of high density polyethylene with approx. 1% titanium di oxide (IP grade) or iron oxide to give white or dark colour respectively. The material shall pass implantation test when tested as per Method B. The tie shall be monofilament.

3.3.f. Copper wire/Copper Collar

The material of copper wire and copper collar shall be 99.99% pure and no other individual element shall be more than 50ppm. The manufacturer shall ascertain the purity of copper wire and copper collar used.

3.4 Dimensions

		Specification	AQL	Sampling Plan
3.4.a	T frame			
	Horizontal arm length	31.6mm-32.3mm	4%	Single plan General inspection Level II
	Horizontal arm diameter	1.5mm-1.7mm	1.5%	-do-
	Vertical arm length	35.7mm-36.2mm	4%	-do-
	Vertical arm diameter	1.4mm-1.6mm	1.5%	-do-
3.4.b	Suture			
	Diameter	0.25± 0.05mm	4%	-do-
3.4.c	Copper Wire			
	Diameter of Copper Wire	0.25± 0.005mm	2.5%	-do-

3.4.d Copper Collar

	Length	4.9 – 5.15mm	4%	-do-
	Outer diameter	2.17 – 2.22mm	1.5%	-do-
	Inner diameter	1.65-1.7mm	2.5%	-do-
3.4.e	Insertion Tube			
	Length	203-208mm	1%	-do-
	Inner diameter	3.6-3.8mm	1%	-do-
	Outer diameter	4.3-4.5mm	1%	-do-
3.4.f	Solid Road			
	Length of the stem	188-193mm	1%	-do-
	Tip diameter	2.5-2.8mm	1%	-do-
	Stem diameter	2.3-2.6mm	1%	-do-
3.4.g	Flange			
	Hole diameter	Approx. 4.14mm		

3.5 Flange Displacement force

Moulded flanges selected at random after 24hours of moulding when assembled on insertion tubes selected at random and allowed to age for 24 hours shall show a displacement force between 180-630 gms. This test should not be carried out in the finished product - Sampling Plan: Single Plan General Inspections level II – AQL 2.5%.

3.6 Flexibility

The standard flexibility test measures the deflection in mm when a 20gm weight is applied to the cross arm of the T for 30 seconds at a distance of 12mm from the stem of the T. T units are subjected to the test between 24 and 96 hours after moulding. Before measurements are made the Ts are equilibrated for atleast 6 hours at within $\pm 1.5^{\circ}$ C of the temperatures they will encounter during measurements. Measurements made at other than 24°C, but within the range 20°C - 29°C, may be corrected by subtracting 0.125 units for each degree above 24°C and adding a similar amount for each degree below. Sample 50 units of moulded Ts from each batch. Not more than 5 of the 50 samples shall show a flexibility of less than 4.8mm or more than 6.5mm. None shall show a flexibility above 7.0mm. A batch shall be defined a units made with a single moulding mixture and in an uninterrupted manner except for momentary turn off.

3.7 Memory

Memory is measured in terms of recovery after acute flexation. The horizontal arms are folded and inserted to a depth of 6.35mm in a hole of 4mm diameter. They are allowed to remain in this position for 5 minutes and then removed and allowed to recover their shape under zero load for 1 Minute. The recovery of the arms must be such that the tips of the arms are not displaced by more than 5mm from the horizontal. Test shall be conducted on 10 pcs. from a batch and if the average recovery is greater than 5.5mm then reject. If between 5 and 5.5mm then sample another 10 units and the average of the 20 tested shall be below 5mm.

4. Standards for the finished product

4.a Amount of Copper wire

The weight of the wire on the T arm shall be between 165-187mg. Sampling plan Single Plan General Inspections level II – AQL 1%.

4.a.1 The ends of the copper wire shall be round and shall not have any sharp point at the edges and the end of the wire shall not protrude out more than 0.25mm from the outer surface of the copper wire winding on T-Sampling Plan: Single Plan General Inspections level II – AQL 0.65%.

4.b Dimension and position of the copper collar

The outer diameter of the copper collar on the finished product shall be smooth and shall be between 2.05 - 2.11mm and shall be positioned at a distance of 5.4 ± 0.4 mm from the ends of the horizontal arm of the T - Sampling Plan: Single Plan General Inspections level II – AQL 1.5%.

4.c Length of the Tie

The length of the Tie attached to the T arm shall be 100mm minimum from the ball end of the T - Sampling Plan: Single Plan General Inspections level II – AQL 2.5%.

4.d Strength of the Tie

Place the IUD in the tensile machine. The upper part of the IUD in the upper clamp and thread at a distance of 5cm from the attachment of the lower clamp. Apply the force steadily at a separation speed of 3.3 ± 0.3 mm/sec ($200 \pm$ mm/min.). The thread shall not come out of the T or break a load of less than 9.5N - Sampling Plan: Single Plan General Inspections level II – AQL 0.65%.

4.e Pouch Burst Strength

Select one pouch at random from each 800 units of finished goods or at least a total of 32 units. Apply 60 mm Hg or equivalent air pressure inside the pouch section extending approximately 20cm beyond the added seal. The pouch shall hold the pressure for 30

seconds. No seal may open. If one opens repeat the sampling procedure. Not more than total of one seal may open in the combined sampling.

4.f Copper Collar Pull force

The Copper Collar on the finished product shall withstand a minimum pull force of 5N or 500 gm when a force is steadily applied at the rate of 200 ± 20 mm/min. Sampling Plan: Single Plan General Inspections level II – AQL 4%.

4.g Sterility

The device shall meet the requirements of the sterility test as specified in the latest Indian Pharmacopoeia.

5. Batch size of Copper-T 380A shall not exceed 10,000nos.

The sampling shall be as per IS 2500 (Part 1) and the samples size shall be as per single normal plan general inspection level 1.

Hence when the batch size is between 3201 to 10000, then 120 pcs shall be sampled and if the batch size is between 10001 to 35000 then 165 pcs shall be sampled. The above said samples will be tested as follows;

	120 pcs.	165 pcs.
Amount of Copper Wire	80	125
Dimensions and position of Copper Collar	80	125
Length of Tie	80	125
Strength of Tie	80	125
Pouch Burst Strength	32	44
Copper Collar Pull Force	80	125
Sterility	20	20

In addition to the tests to be conducted on the finished product as above, the following tests are to be added-

Visual Inspection for (80/125)

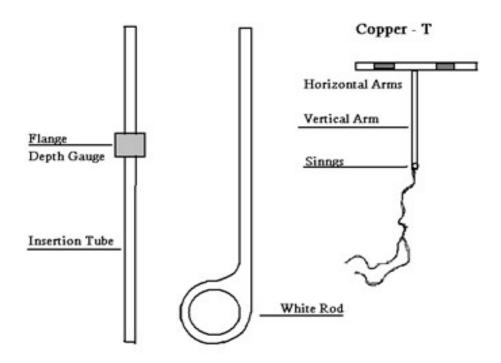
- (i) Package integrity
- (ii) Pouch contents & integrity of components
- 6. In the case of supply and field samples, the sample packed in each inner carton shall not exceed 50 Nos.

Appendix - II

Inspection

- a) The mode of offering supply and procedure adopted for sampling will be governed by specification No.IS:12418(Part-4) 2000.
- b) A packing slip indicating the quantity of the contents in the box should invariably be kept in each box by the manufacturer/supplier. Quantities withdrawn from the boxes as samples for test should be indicated in the packing slip contained therein.
 - i) ISI specification is meant to be a reference to the latest issue of the said specification.

ISI specifications are priced publication and can be procured on payments from the Bureau Standards Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-2 or from any of the regional offices.



<u>Schedule-V IUCD 375</u>

Specifications for

Copper Intra Uterine Contraceptive Device 375

1. Scope

1.1 The standard covers the shape, dimensions and other requirements for Copper intra-uterine contraceptive device, 375 and its components.

2. Normative references

The following Indian and international standards are necessary adjunct to this standard. However subsequent amendments have been made to the contents of the following references as per the requirements of this standard.

- ➤ IS 3395:1984, Low density polyethylene materials for moulding and extrusion (First Revision)
- ➤ IS 12418 (Part 3): 1987, Intra Contraceptive device: Part 3 Packaging and labeling
- The Cu 375 Intra Uterine Contraceptive Device (IUD) WHO/UNFPA specification, 2011 (UNFPA/CPH/09/31)
- ASTM D638: 2010, 10 Standard Test Method for Tensile Properties of Plastics
- ➤ ASTM D790 10 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- ➤ ISO 10993: Standards for evaluating the biocompatibility of a medical device prior to a clinical study. Special reference to ISO 10993:1; ISO:10993:5;

3. Shapes and Dimensions

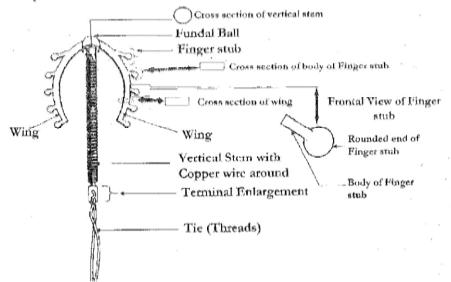


Figure 1 Copper 1UCD 375 (FRONTAL VIEW)

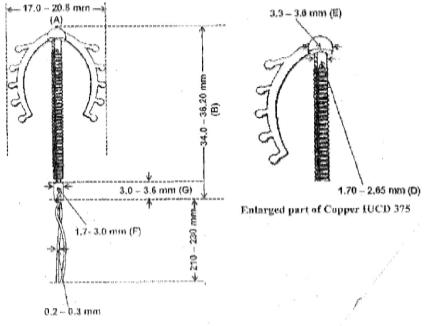
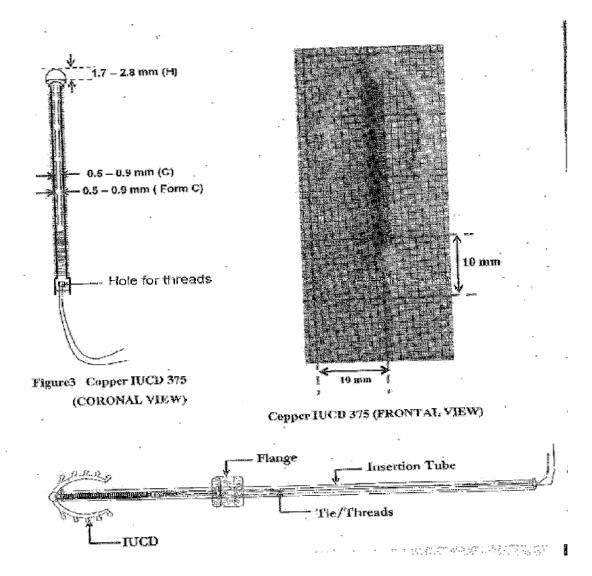


Figure2 Copper 1UCD 375 with dimensions

2



3.1 General Description

The IUCD as shown in Figure 1 represents the IUCD in the "Frontal plane" and IUCD as shown in Figure 3 is in the "Coronal plane".

The Copper IUCD 375 consists of a \(\) shaped frame comprising of two 'Wings' joined to an enlargement of the Vertical Stem termed the "Fundal Ball". The shape is loosely described as inverted 'U' shape. The shape shall be as shown in Figure 1. The vertical stem has a terminal enlargement at the bottom to guard against cervical penetration. A small hole is located on the vertical stem to act as an anchor for the copper wire which over vertical stem. A filament is tied in a knot through a small hole in the terminal enlargement to provide two equal length marker threads (termed as "Tie"), as a means to locate and remove the device. There will be 5 'Finger stubs' on both wings.

The device is supplied with a tubular insertion as shown in Figure 4. A movable plastic flange is positioned on the insertion tube to assist in positioning the IUCD correctly in relation to the uterine fundus during insertion thus minimizing of perforation of the uterus.

The IUCD device with the insertion instrument is pre-positioned ready for insertion as shown in Figure 5 is supplied sterile within a sealed primary pack. The IUCD and associated components are made up of:

- Frame Low-density polyethylene (LDPE) or High Density Polyethylene or High Density Polyethylene (HDPE) + ethylene vinyl acetate copolymer
- Wire wound around Vertical stem Copper
- Tie Nylon
- Insertion Tube HDPE (high Density Polyethylene) or gamma radiation resistant Polypropylene
- Flange Polyvinyl chloride
- Package Polyester and polyethylene

FRAME

Material

The Frame shall be made from Low-Density polyethylene (LDPE) or Gamma Radiation resistant high Density Polyethylene (HDPE) + ethylene vinyl acetate copolymer free of stabilizers having a minimum tensile strength of 15 MPa and 2% secant flexural modules in the range 133.5 MPa to 180.6 MPa.

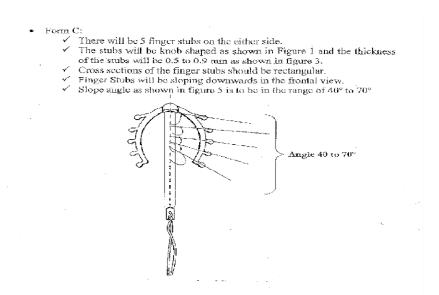
The material shall be blended with 20% to 24% barium sulphate with a particle size of 95% less than 10 micron. The implant shall pass the cytotoxicity tests, implantation test and extractable test as per the international standards.

The finger stubs shall be moulded together with the wings and have the same material as that of the frame.

Dimensions and Form

- Dimension A: Width of horizontal wings shall lie between 17.00 to 20.5 mm
- Dimension B: Vertical stem length shall lie between 34.00 to 36.20 mm
- Dimension C: Thickness of wings shall lie between 0.5 to 0.9 mm
- Dimension D: Diameter of vertical stem (before winding) shall lie between 1.70 o 2.65 mm, a uniform over the length of the stem between fundal ball and terminal enlargement.
- Dimension E: Fundal ball should be solid hemisphere with diameter 3.3 to 3.6 mm
- The size of the terminal enlargement should be in the range of: Dimension F: Lateral- 1.7 to 3.0 mm
 Dimension G: Vertical – 3.0 to 3.6 mm
- Dimension H: Height of the fundal ball shall lie between 1.7 to 2.8 mm
- Form A: Hole for anchoring an end of the copper wire may be provided.
- Form B: Cross section of the wings should be rectangular.

Figure 5: Measurement of slope angle of finger stubs



Requirements and Tests

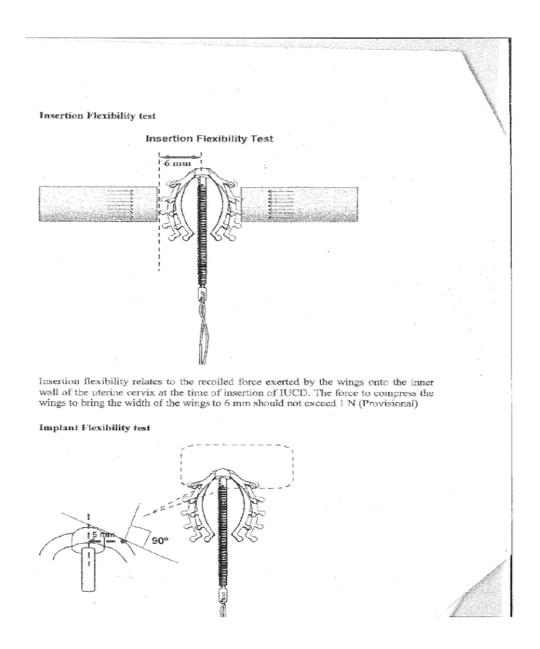
The material of the frame to meet the ISO 10993 standards for chronic biomedical implants specifically the ISO 10993:5 Cytotoxicity test, 10993:18 Implantation and extractable test must give comparable biocompatibility as USP grade negative control.

Memory test

Memory is measured in terms of recovery after acute flexion quantified by restoration of width of the horizontal wings (Dimension A). On removal and

observation after 1 minute of the frame following an insertion into 6 mm internal diameter tubing for 2 minutes. Dimension A to be no less than 25% less than the original pre stressed width of the wings (Provisional).

Insertion Flexibility Test



Implant flexibility relates to the recoiled force when the wings are compressed by uterine contractions under normal placement of the IUCD within the uterus. The force is quantified by the bending of the wings on application of the bilateral force perpendicular to the wings at a point where a horizontal line of length 6 mm is calculated from the base of the first finger stub to the centre of the fundal ball. The force required to displace the point towards the vertical stem by 1.5 mm is to be in the range of 7-12 N (Provisional).

Frame shall be ratio-opaque and shall have two ties for easy removal

Ash Content

Ash Content (as barium sulphate) of moulded frame shall be between 20-24 percent when tested in accordance with the method specified in latest Indian Pharmacopoeia.

Sterility Test

When Copper 375 is distributed as sterile, it shall be capable of meeting the requirements of any suitable sterility test specified in latest Indian Pharmacopoeia.

WIRE

The Copper wire should be wounded tightly around the vertical stem with the loops even spaced. "Single" or "Double" wounding format may be used. The two ends of the copper wire are so closely positioned on the vertical stem surface that there are no projections of the wire end.

Material

The wire shall be made from 99.99% pure copper.

Dimensions

Copper wire of should be of 349 – 392 mm2 surface area and of diameter 0.38 to 0.41 mm

The mass of copper wire wound shall be 310 mg.

TIE (THREADS)

Material

The thread shall be made from Polyamide Nylon 6 or polyamide nylon 66 monofilament thread. The material shall pass ISO 10993 test as applicable for chronic implantation.

Dimension

Thread Length

Thread length shall be 210 to 230 mm.

Colour of the thread should be medical grade green.

Thread Knot

The knot shall be secure and not promote breakage under normal use.

Thread dimension

The thread shall be made of Nylon of diameter 0.20 to 0.30mm. Tensile strength of the thread shall be more than 9.5 N for a force applied for 30 S.

Extractables test

The thread shall pass currently applicable USP extractable test class II and shall be evaluated for biological safety in accordance with ISO 10993-1: 2003 requirements for mucosal membrane contact devices intended for permanent contact.

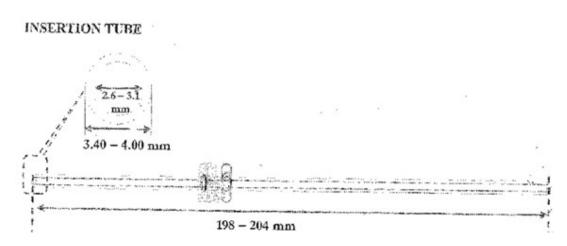


Figure 6: Insertion Tube Dimensions

Material

The insertion tube shall be made of HDPE (High Density Polyethylene) or gamma radiation resistant Polypropylene. The material shall pass the 10993:18 Implementation and extractable test and must give comparable biocompatibility as USP grade negative control

Dimension

Length must lie between 198 to 204 mm.
Internal Diameter must lie within 2.6 to 3.1mm.
Outside Diameter must lie within 3.40 to 4.00 mm (As shown in Figure 6)

Requirement

The insertion tube must slip out of the tie and vertical stem without exerting excessive drag force on the frame when insertion tube is pulled in a direction axial to the vertical stem and away from the fundal ball.

Test

When gripping the fundal ball, the frame and insertion tube assembly is held in a position with the vertical stem being vertical and the fundal ball being topmost the insertion tube should slip out virtue of its own weight.

FLANGE

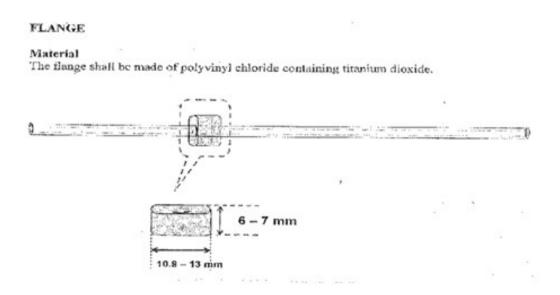


Figure 7: Insertion Tube with Flange and Flange Dimensions

Dimension

The lateral length of the flange shall be in the range of 10.9 to 13 mm (as shown in Figure 7).

The vertical length of the flange shall be in the range of 6.7 mm.

Diameter of central hole shall be chosen and specified with a tolerance to achieve the flange displacement force. The shape and dimensions of the central hole may be changed to facilitate meeting the specified flange displacement force.

Flange Displacement Force

Flange selected at random is placed on the insertion tube selected at random and allowed to age in place for minimum of 24 hours. The resistance to displace the flange by a steadily applied force shall be between 1.8-10 N.

PACKAGING AND LABELING

The packaging shall be done in film pouch. Double cover packaging preferred for withstanding adverse storage conditions.

Continuous pin hole free Gamma radiation resistant polymer films shall be used. Manufacturers shall select films that reduce the risk of tarnishing the copper & withstand extremes of storage conditions. For optimum protection against tarnishing

continuous pin hole free polyester-polyethylene laminate or other material giving equivalent or better protection may be used.

Sealed Pouch

IUCD shall be packed in individual sealed pouches.

Sealed Pouch Integrity

Sealed pouch integrity shall be tested according to ASTM D3078:1994 (standard test method for determination of leaks in flexible packaging by bubble emission).

The integrity is to be maintained under test exposure to an environment of temperature 60 deg. and 80% relative humidity for a period of 12 hrs.

Sealed Pouch Peel Strength

When tested according to ASTM F 88: 2000 (Standard test method for seal strength of flexible barrier materials) the peel force shall be not less than 4 N and not greater than 17 N. when a double cover packaging is used & the pealable inner cover is not the primary barrier the peeling force of the inner packaging will be in the range of 4N-17 N. The outer cover of a double layer pouch is to be "tear open".

Labelling and Inserts

Information required in accordance with ISO 7439: 2002 including information intended for the women shall be provided in accordance with the contractual requirements agreed with the purchaser.

The Expiry Date is the date after which the product cannot be inserted.

The Expiry shall be printed on the sealed pouch/ID card and shall be based on the maximum product shelf-life from the date of sterilization.

The sterilization shall be completed within 30 days of sealing the finished device in the pouch.

In addition, the duration of the maximum period the device can remain in utero shall be printed on the primary container. This period shall not exceed 5 years from the date of insertion.

Printing

All printing shall be clear and readily legible.

Cleanliness

The device, insertion tube, flange and any insert such as instructions included in the pack shall be free of visible particulate matter and cutting should be non-adherent.

Pouch Peeling Force

The packing pouch shall peel off when a force of 4 to 17 N is applied on both the edges of the pouch.

Product Shelf Life before Insertion

The maximum permitted shelf life for storage of the device prior to insertion is 4 years.

General Requirements

The materials of which the frame, insertion tube, flange and tie are made shall be sufficiently resistant to the unintended influence by body fluids and tissues, and shall be biologically compatible without causing undue/ unacceptable allergic, toxic or inflammatory reaction.

The tie or thread attached to the frame shall be monofilament which is easily feelable after the insertion of the Copper IUCD375.

Copper IUCD 375 shall be free from sharp edges, rough surfaces and shall be finished smooth.

Copper IUCD 375 when inserted shall produce an acceptable level of efficacy and minimal incidence of adverse reactions.

Schedule- VI Pregnancy Test Kits

APPROVED SPECIFICATIONS FOR ONE STEP PREGNANCY TEST KIT (Card/Cassette Format)

1	TEST SPECIMEN	:	URINE
2	TEST PRINCIPLE	÷	SINGLE STEP, SELF PERFORMING SANDWICHED IMMUNOSSAY USING COULLOINDAL GOLD & ANTI hCG ANTIBODIES IN LATERAL FLOWIMMUNOCHROMATOGRAPY FORMAT
3	SENSITIVITY	:	NOT LESS THAN 25 MILLI I.U PER ML. OF URINE
4	SPECIFICITY	:	100% (NO CROSS REACTIVITY WITH OTHER GONADOTROPIN HORMONES LIKE LH, FSH ETC.)
5	BUILT IN CONTROL	:	SHOULD HAVE BUILD IN CONTROL FOR CORRECTNESS OF THE TESTING PROCEDURE
6	NITROCELLULOSE PAPER	:	NITROCELLULOSE PAPER COATED WITH ANTI HCG ANITBODIES FOR TEST BAND & APPROPRIATE REAGENTS FOR CONTROL BAND
7	CASSESTTE	:	CASSETTE MADE OF ABS OR PP
8	POUCH	:	TRIPPLE LAYERED LAMINATED POUCH HAVING ALUMIMIUM FOIL IN THE MIDDLE LAYER
9	SILICA GEL	:	EVERY TEST PACK SHOULD HAVE MOISTURE INDICATING SLIICA GEL POUCH
10	DROPER	:	EVERY TEST POUCH SHOULD HAVE DISPOSABLE DROPER FOR URINE SPECIMEN ADDITION
11	SHELF LIFE	:	24 MONTH FROM THE DATE OF MANUFACTURING
12	PACK SIZE	:	10 TESTS PER BOX
13	STORAGE CONDITION	:	THE KIT SHOULD BE STABLE AT ROOM TEMPERATURE
14	PACKING	:	LAMINATED PRINTED CARTON, THE CARTONS SHOULD BE PACKED IN SUITABLE CORRUGATED SHIPPER BOX FOR DISPATCH.

Inspection

- a) The mode of offering supply and procedure adopted for sampling will be governed as per specification.
- b) A packing slip indicating the quantity of the contents in the box should invariably be kept in each box by the manufacturer / supplier. Quantities withdrawn from the boxes as samples for test should be indicated in the packing slip contained therein.
 - i) ISI specification is meant to be a reference to the latest issue of the said specification.

ISI specifications are priced publications and can be procured on payments from the Bureau of Standards, ManakBhavan, 9 Bahadur Shah Zafar Marg, New Delhi – 2 or from any of the regional offices.

<u>Schedule-VII Injectable Contraceptive (Antara)</u>

DESCRIPTION AND SPECIFICATION

1	Name of Injection	:	Medroxyprogesterone Acetate Injection IP	
2	Mode	:	IM vial with Sterile Disposable Syringe & Cotton Swab	
3	Amount	:	ml. of Medroxyprogesterone acetate injection IP with each ml containing-	
			i Medroxyprogesterone 150 mg Acetate	
4	Shelf Life	:	36 Months	

Schedule-VIII Tubal Rings

Specification for Tubal Rings

(Undertaking should be given by the manufacturers that Implantation Test will be done by the manufacturers)

Technical Specifications of Tubal Rings under Family Welfare Programme:

Specifications: IS 13009:2000 (relevant IS enclosed).

Units: Pair

Life: 4 Years

Packing and Marking:

The store should be packed as per details given in Specifications IS-13009:2000. The pouch should be made of tyvek on one side and Transparent Polyester Polyethylene film on other side, as per past practice. Each will have to following printed in indelible ink across each label 'CENTRAL GOVERNMENT SUPPLY: NOT FOR SALE'.

The packing will also be marked as under

- i) Nomenclature of the stores.
- ii) Manufacturers name, Address and License No.
- iii) Date of Manufacture, Expiry and Batch No.
- iv) Quantity contained therein.
- v) Inspection Note No. and Date.
- vi) Any other particulars required under the Drugs and Cosmetics Act of India and the Rules framed there under.

IS 13009: 2000

(Reaffirmed 2006)

भारतीय मानक

गर्भनिरोधक युक्तियाँ — डिम्बवाहिनी रिंग — विशिष्टि (पहला पुनरीक्षण)

Indian Standard

CONTRACEPTIVE DEVICES — TUBAL RING —

SPECIFICATION

(First Revision)

ICS 11.200

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BUREAU OF INDIAN STANDARDS MANAK BHAVAN, 9 BAHADUR SHAH ZAFAR MARG NEW DELHI 110002

April 2000

Price Group 3

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FOREWORD

This Indian Standard (First Revision) was adopted by the Bureau of Indian Standards, after the draft finalized by the Obstetric and Gynaecological Instruments and Appliances Sectional Committee had been approved by the Medical Equipment and Hospital Planning Division Council.

Plastics, rubber, other polymers, metals, etc, are being increasingly used in various medical devices. Different materials used are covered under these broad categories. However, it is imperative to ensure that the raw material used in the manufacture of medical devices is free from any harmful effect on the body either on its own or in combination with others, or after interaction with body tissues and fluids. It shall, therefore, be the responsibility of the manufacturers of a medical device to satisfy themselves of the biological compatibility of the materials used without causing undue allergic, toxic or inflammatory reaction in the human body. Materials used shall also be capable of withstanding prescribed sterilization process without any deterioration or effect.

This standard was first published in 1990 at the instance of Ministry of Health and Family Welfare, Government of India. The present revision has been necessitated as a result of experience gained through its implementation by the Ministry of Health. This has also taken into consideration the difficulties faced by the Indian manufacturers either at the manufacturing or at the testing stage. Problems faced by the Gynaecologists while using this device have also been kept in mind.

Specific guidelines for good manufacturing practices relating to contraceptive devices do not exist at present. Manufacturers should follow the guidelines provided by their collaborators or their own for Good Manufacturing Practices, for manufacturing these devices till the guidelines are formulated.

This device would be required to undergo extractables and implantation tests on animals and clinical trials on voluntary acceptors. This device has been declared as 'drug' by the Minsitry of Health and Family Welfare (Department of Health) under the *Drugs and Cosmetics Act, 1940*. Since the regulatory functions for ensuring conformity to this standard rest with the Drugs Controller General (India), BIS Certification Marking would not be applicable for this device.

There is no ISO/ IEC standard on the subject. In the formulation of this standard, assistance has been derived from IITD MDS.02 'Standard for Tubal Ring' prepared by the Indian Institute of Technology, New Delhi.

For the purpose of deciding whether a particular requirement of this standard is complied with, the final value, observed or calculated, expressing the result of a test or analysis, shall be rounded off in accordance with IS 2:1960 'Rules for rounding off numerical values (revised)'. The number of significant places retained in the rounded off value should be the same as that of the specified value in this standard.

Indian Standard

CONTRACEPTIVE DEVICES — TUBAL RING — SPECIFICATION

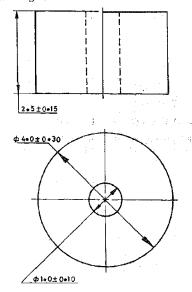
(First Revision)

1 SCOPE

1.1 This standard specifies the dimensions and other requirements of tubal ring, a tubal ligation device.

2 SHAPE AND DIMENSIONS

The shape and dimensions of tubal ring shall be as shown in Fig. 1.



All dimensions in millimetres

FIG. 1 TUBAL RING

3 MATERIAL

The tubal rings shall be made from silicone rubber of medical grade which shall pass the extractables test according to the method given in Annex A and implantation test as given in Annex B.

4 REQUIREMENTS

4.1 The tubal rings shall be cut at right angle (maximum 5° angulation allowed) and shall be round without any fibrous protrusions at the outer and inner surfaces.

4.2 The silicone rubber tube of which the tubal ring is made shall not degrade by prolonged exposure to the biological environment or by procedure of sterilization, shall be sufficiently resistant to unintended influence by the body fluids and tissues and shall be biologically compatible without causing allergic, toxic or inflammatory reaction.

4.3 Tubal ring when loaded on the fallopian tube shall produce an acceptable level of efficacy and minimal incidence of adverse reactions.

4.4 The tubal ring shall be radio-opaque.

4.5 The tubal ring shall meet the requirements for stress properties as given in 5.1 and 5.2. When loaded on the fallopian tube the tubal ring shall have necessary memory for its inner diameter as per requirement given in 5.3 to compress the fallopian tube.

4.6 The tubal ring shall be stored at a temperature ranging from 0 to 50°C.

5 TESTS

5.0 All the tests on the tubal ring shall be carried out on the final product after sterilization.

5.1 Fracture Test

5.1.0 This test is used to determine the load at fracture (maximum load) during fracture test and elongation at maximum load. From the value of elongation at maximum load strain capacity is also calculated. This test shall be done very stringently.

5.1.1 The test is performed on a tensile testing machine with special adapters to hold two 'U' shaped steel clips of 1.35±.01 mm diameter. The crosshead separation speed is kept at 100 mm pcr minute.

5.1.2 To test the ring, position the tubal ring on two 'U' shaped steel grips and insert these grips into two adapter tubes, one attached to the fixed crosshead and other to the moving crosshead. The jaws are now separated and the load is measured with the help of a load cell and the values for load and displacement are recorded on a chart recorder. The strain capacity is calculated as follows;

Strain capacity (percent)
$$\frac{ED-5.5}{5.5} \times 100$$

where ED is equivalent diameter which can be calculated as follows:

$$ED = \frac{2 \times DSPL + 6.94}{3.14}$$

where DSPL is the separation of jaws at break.

- 5.1.3 The test shall be carried out on 40 pieces of tubal rings drawn as sample for a batch size up to IO 000.
- 5.1.4 The load required to break the ring shall be 2.1 kg, minimum. The displacement at peak load shall be 560 percent, minimum. The strain capacity shall range between 20 and 80 percent. For each parameter, out of 40 rings tested, not more than one ring shall have values outside the range.

5.2 Friction Force Test

- **5.2.0** This test is used to determine the force required to load the tubal ring on a standard laparocator.
- 5.2.1 This test shall be performed on a compression testing machine. A metal disc with a tube like projection of 5.5 mm outer diameter in the centre which can hold the dilator cone is placed on the compression plate whereas an adapter which can hold the guide is attached to the moving head. The crossheads are brought closer with a speed of 100 mm/ min. To test the force, the tubal ring is loaded on the dilator cone using water as lubricant and the guide is brought right at the top of the dilator cone. The jaws are new moved closer and the load is measured with the help of a compression cell.
- 5.2.2 The test shall be carried out on 40 pieces of tubal rings drawn as sample from a batch size up to 10 000.
- 5.2.3 Out of 40 rings tested, the force required to load a tubal ring shall not exceed 3.5 kgf in more than one ring.

5.3 Memory Test

- 5.3.0 This test determines the capacity of the tubal ring to recover the inner diameter after stretching to 5.5 mm for an extended period.
- 5.3.1 For this purpose, the tubal ring shall be kept loaded on a standard laparocator for a period of 30 minutes and then removed and allowed to recover its inner diameter under unstretched condition for one minute. The test shall be carried out on 40 pieces of tubal rings drawn as sample from a batch size up to 10 000.
- 5.3.2 The recovery of the inner diameter shall be such that the increase in the inner diameter does not exceed 25 percent of the original diameter.

5.4 Fatigue Test

- 5.4.0 This test determines the ability of the tubal ring to maintain its mechanical structure even after repeated loading and unloading on the tubal ring/band applicator or equivalent jig fixture.
- 5.4.1 For this purpose, the ring shall be loaded on a tubal ring/band applicator or equivalent jig fixture and after keeping it loaded for 20 minutes, it is unloaded. The process of loading and unloading is repeated on the same ring for four times after a gap of one minute between each cycle. The ring is observed for cracks and breakage.
- 5.4.2 The test shall be carried out on ten pieces of tubal rings drawn as sample from a batch size up to 10 000.
- 5.4.3 The tubal ring shall neither break nor develop any crack.

5.5 Sterility

When tubal ring is supplied as sterile, it shall be capable of meeting the requirements of any suitable sterifity test method specified in Indian Pharmacopoeia.

6 LABELLING AND MARKING

- 6.1 Printing and illustrations shall be clear, neat, legible and indelible. The label shall be free from gross particulate matter and cuttings shall be non-adherent.
- 6.2 Each package shall be marked with the following:
 - a) Identity of the source of manufacture;
 - b) The batch number;
 - c) The method, month and year of sterilization;
 - d) Storage directives;
 - e) Use before (specify month and year); and
 - f) Each individual package shall carry the following text:
 - i) Warning Sterile unless package is opened or damaged.
 - ii) The tubal ring should be held on the applicator preferably for 5 minutes but in any case not more than 15 minutes.

7 SAMPLING

7,1 Lot

All the tubal rings of the same material and produced under similar conditions of manufacture shall be grouped together to constitute a lot which shall not exceed 10 000.

7.1.1 Unless otherwise agreed to between the purchaser and the supplier, the procedure given in

1S 2500 (Part I) 'Sampling inspection procedures: Part I Attribute sampling plans indexed by acceptable quality level (AQL) for lot-by-lot inspection (second revision) shall be followed for sampling inspection.

8 PACKAGING

8.1 One pair of tubal ring shall be packed in peet open pouch/blister pack with seal width 2 mm, minimum. The pouch/ blister pack, once opened, shall not reseal

8.2 Each -pouch/blister pack shall ensure:

 a) adequate protection of the contents during normal handling, transit and storage for a period of four years;

- b) maintenance of sterility of the contents under dry, clean and adequately ventilated storage conditions at temperature ranging from 0 to 50°C:
- minimal risk for contamination of the contents during removal from the pouch/ blister pack; and
- d) that the pouch/blister pack once opened cannot-be resealed.
- 8.3 Each pouch/blister pack shall have a suitable sterilization indicator affixed on it to ensure its sterilization.

ANNEX A

(Clause 3.1)

EXTBACTABLES TEST

A-I To find the suitability of the tubal ring material intended for use inside the human body, the ring material has to be tested for its **extractables** from systemic injection test (intraperitoneal and intravenous) and intracutaneous test. The procedure provides for testing the reaction of living animal tissue and of normal animals to the presence of extract of the material.

A-2 APPARATUS

A-2.1 Autoclave

Capable of maintaining a temperature of $121^{\circ}\pm0.5^{\circ}\mathrm{C}$ equipped with a thermometer, a pressure gauge, a vent cock, a rack adequate to accommodate the test containers above the water level and water cooling system that will allow for cooling of the test containers to about, but not below $22^{\circ}\mathrm{C}$ immediately following the heating cycle.

A-2.2 Oven

Preferably a forced circulation model that maintains operating temperatures of 50°C or 70°C within ±1°C.

A-2.3 Extraction Containers

Use containers, such as ampules or screw-cap culture test tubes, of borosilicate glass. If culture test tubes are used, they shall be closed with screw caps having

suitable rubber liners. The exposed surface of the rubber liner is completely protected with an inert solid disk 0.05 to 0.075 mm in thickness. A suitable disk may be fabricated from a polytetrafluoro-ethylene resin.

A-3 PREPARATION OF APPARATUS

A-3.1 Clean all glassware thoroughly with chromic acid cleansing mixture, or if necessary with hot nitric acid, followed by prolonged rinsing with water. Clean cutting devices by an appropriate method (for example successive cleaning with acetone and methylene chloride) prior to use in subdividing a specimen. Clean all other equipment by thorough scrubbing with a suitable detergent and prolonged rinsing with water.

Render the containers and devices used for extraction, and in transfer and administration of test material, sterile and dry by a suitable process.

NOTE — Ifethylene oxide is used as the sterilizing agent, allow adequate time for complete degasing.

A-3.2 Procedure

A-3.2.1 Preparation of Sample

From a sample of silicone rubber tube, use a portion equivalent to a total surface area of 60 cm² or 4 g by mass; subdivide into pieces of approximately 5 cm in length. Remove particulate matter, such as lint and

5

free particles by treating each subdivided sample as follows:

Transfer the subdivided sample to a clean, glass-stoppered, 100 ml graduated cylinder of Type I glass (highly resistant borosilicate glass) and add about 70 ml of water for injection. Agitate for about 30 seconds, and drain off the water, repeat this step, and dry those pieces prepared for extraction with vegetable oil in an oven at a temperature not exceeding 50°C.

NOTE Do not clean the sample pieces with a dry or wet cloth or by rinsing or washing with an organic solvent, surfactant, etc.

A-3.2.2 Extracts

A-3.2.2.1 Place two properly prepared samples of the silicone rubber tube to be tested in separate extraction flasks, and add to each flask 20 ml of the appropriate extracting medium. Repeat these directions for each extracting medium required for testing. Also prepare one 20 ml blank of each medium for parallel injections and comparisons. Extract by heating in an oven at 70°C for 24 hours. Allow adequate time for the liquid within the container to reach the extraction temperature.

A-3.2.2.2 Cool to about room temperature but not below 22°C, shake vigorously and decant each extract, using aseptic precautions, into a dry, sterile 'vessel. Store the extracts at a temperature between 22°C and 30°C and do not use for tests after 24 hours. Of importance are the contact of the tube and the time and temperature during extraction, the proper cooling, agitation, and decanting process, and the aseptic handling and storage of the extract following extraction.

NOTE ~ No extract should be stored at any time at a temperature below $22^{\circ}C$.

A-4 SYSTEMIC INJECTION TEST

A-4.1 Test Animal

Use healthy, not previously used albino mice weighing between 17 g and 23 g. For each test group use only mice of the same source. Offer water and food commonly used for laboratory animals and known with respect to composition, ad *libitum*.

A-4.2 Procedure

Inject each extract of the sample and the corresponding blank, into groups of 5 mice cach in the amount and by the route set forth in Table 1. Observe the animals immediately after injection, again 4 hours after injection and not earlier than 24, 48 and 72 hours, respectively, after injection. If during the observation period none of the animals treated wit&the extract of

the sample show a significantly greater reaction than the animals treated with the blank, the sample meets the requirements of this test.

Table 1 Amounts and Routes and Systemic Injection of Extracts and Blanks

Extract or Blank	Dose (per kg)	Injection		
	(per ng)	Route	Rate (mi/second)	
Sodium chloride injection	50 ml	Intravenous	0.1	
in 20 solution of alcohol in sodium chloride injectio	50 ml n	Intravenous	0.1	
Polyethylene glycol, 400	10 g	Intraperitor	ieal · ·	
Vegetable oil	50 ml	Intraperitor	neal —	

NOTES

1 Agitate each extract vigorously prior to withdrawal of each injection dose, to ensure even distribution of the extracted matter.

2 If any animal treated with the sample shows slight signs of toxicity, and not more than 1 animal shows gross symptoms of toxicity or dies, repeat the test-using groups of 10 mice cach. On the repeat test, the requirements of the test are met, if none of the animals treated with the sample shows a significantly greater reaction than that observed in the animals treated with the blank.

3 The extract prepared with polyethylene glycol and blank are diluted with sodium chloride injection in rates 1:4.1 v/v and

A-S INTRACUTANEOUS TEST

A-S.0 This test is deligned for the evaluation of extracts of a plastic material in rabbits.

1:7.4 w/y for systemic and intracutaneous tests respectively.

A-5.1 Test Animal

Select healthy, thin-skinned albino rabbits not previously used for any test, whose fur can be clipped closely and whose skin is free from mechanical irritation or trauma. In handling the amimals, avoid touching the injection sites during observation period.

A-S.2 Procedure

On the day of the test, closely clip the fur on the animal's back on both sides of the spinal column over a sufficiently large test area. Avoid mechanical irritation and trauma. Remove loose hair by means of vacuum. If necessary, swab the skin slightly with diluted alcohol, arid dry the skin prior to injection.

Inject intracutaneously 0.2 ml of each extract of the sample at 10 sites on one side of each of two rabbits. Similarly, at five other sites on the other sides of each rabbit inject 0.2 ml of the corresponding blank. Examine the injected sites 24, 18 and 72 hours after the injection for gross evidence! of tissue reaction such as erythema, edema, and eschar. To facilitate the examination, swab the skin lightly with diluted alcohol, and clip the fur, if necessary. Rate the

observation on a numerical scale for the extract of the sample and for the blank, respectively using Table 2.

A-5.2.1 The requirements of the test are met if the average for the sample is not significantly greater than that for the blank.

NOTE Agitate each extract vigorously prior to withdrawal of each injection dose, to ensure even distribution of the extracted matter.

A-5.3 If the result is doubtful, repeat the test using fresh extract in three more rabbits. The requirements of the test are met if on the repeat test the average for the extract of the sample is not significantly greater than that for the blank.

Table 2 Evaluation of Skin Reaction (Clause A-5.2)

Erythema and Eschar	Value
Formation	
No erythema	0
Very slight erythema (barely perceptible)	
Well-defined erythema	2
Moderate to severe erythema	3
Severe erythma (beet-redness) to slight eschar formulation (Injuries in depth)	4
Edema Formation	
Ne edema Very slight edema (barely perceptible)	0
Slight edema (edges of area well defined by definite raising)	2
Moderate edema (raised approx 1 mm)	3
Severe edema (raised more than I mm and extending beyond the area of exposure)	4

ANNEX B

(Clause 3.1)

IMPLANTATION TEST

B-I This method of test is designed to provide information on the effects of direct contact of a test material with living tissues when implanted into the paravertebral muscle of the rat/rabbit for a period of 14 days.

B-1.1 This method of test is employed for plastic materials which are intended for long term use covering a period from a few months to permanent use - within the body tissue.

B-2 DEFINITIONS

B-2.0 For the purpose of this test the following definitions shall apply.

B-2.1 Final Product

Medical device in its ready-for-use state.

B-2.2 Test Material

The final product or sample of final product that is to be tested.

B-2.3 Test Specimen

The piece of test material that is implanted.

B-2.4 implant

The test specimen or negative control specimen that has been implanted.

B-2.5 Implant Site

The implant shall be planted into the paravertebral

muscle on one side of the spine and not less than 2 mm and not more than 5 mm of tissue surrounding it measured from the centre of the implant.

B-2.6 Negative Control Specimen

A piece of material, which when implanted by the procedure described in B-4.5 produces a negative reaction (see B-4.7.1.4).

NOTE --- Negative control standards available from USP-NF Reterence Standards 12601, Twinbrook Parkway, Rockville, Maryland 20852 USA or equivalent may be used.

B-2.7 Medical Device

Any item used in medical treatment, diagnosis or contraception, not intended to have a pharmacological reaction on the **body**.

B-3 ANIMALS AND HUSBANDRY

B-3.1 Two healthy adult rats/rabbits should be selected, whose paravertebral muscles are sufficiently large in size to allow for implantation of the test and negative control specimens, as described in B-4.5.

B-3.2 The animals shall be housed individually and have free access to food and water.

B-4 TEST AND CONTROL SPECIMENS

B-4.1 Number of Specimens Required

The minimum number of specimens for implantation in each rat/rabbit shall be:

a) not less than two negative control specimens;
 and

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b) not less than six test specimens

NOTE -1t may be necessary to implant more specimens than the minimum required because of loss, for example by extrusion of implants during the I4 days test period.

B-4.2 Sterilization and Handling of Specimens

B-4.2.1 Test specimens for pre-sterilized devices and pre-sterilized controls shall be aseptically handled.

B-4.2.2 All other test specimens shall be sterilized and thereafter shall be aseptically handled.

B-4.2.3 All other items used for the test shall be presterilized and shall be eseptically handled.

B-4.3 Preparation of Specimen

B-4.3.1 The ring may be implanted as it is, and the negative control material is cut into specimen of 10 mm in length.

B-4.3.2 These cut or shaped specimens shall have smooth sides to minimize mechanical trauma during implantation.

B-4.3.3 After preparing and before implanting, place each specimen in a sterile solution containing 9 g/l of sodium chloride.

B-4.4 Test Procedure

B-4.4.1 On the day of the test or up to 20 hours before testing, clip the fur on the back of the rat/rabbit on both sides of the spinal column close to the skin and swab the clipped area with an antiseptic solution. Remove loose hair by means of vacuum, if necessary.

B-4.4.2 Perform the test in a clean area.

B-4,4.3 Anaesthetize the rat/rabbit with a commonly used anaesthetic agent adequate enough to prevent muscular movements, such as twitching.

B-4.5 Implanatation of Specimens

B-4.5.1 Implant in one of the rats/rabbits four test specimens and two negative control specimens.

B-4.5.2 Each implant shall be at least 10 mm away from any other implant.

B-4.6 Recovery of the Implant Sites

B-4.6.1 After the implants have been in position for 14 days, sacrifice the rats/rabbits with an overdose of anaesthetic.

B-4.6.2 Place these rats/rabbits in the prone position with the legs splayed.

B-4.6.3 Carefully excise the implant sites, leaving the implant in position.

B-4.7 Examination of Implant Sites

lB-4.7.1 Perform the microscopic examination.

B-4.7.1.1 Examine each excised implant site under normal vision or with the aid of a low magnification lens. Record the nature, extent and distribution of any tissue reaction observed.

1

B-4.7.1.2 If any negative control specimen evokes a reaction other than that described in B-4.7.1.4; the results for the test specimens in **the** rat/rabbit shall be rejected and the test repeated in another rat/rabbit.

B-4.7.1.3 If any test specimen implant site shows a negative reaction (see B-4.7.1.4) all the test specimen implant sites and the negative control implant sites shall be removed for histological examination to confirm the response.

B-4.7.1.4 A reaction shall be considered a negative reaction if there is no reaction, or there is reaction that can be attributed to experimental trauma, typically asymmetrical, non-nectrotic and non-inflammatory.

B-4.7.1.5 If more than the minimum number of test specimens or negative control specimens are implanted, all of them shall be recovered.

B-4.7.1.6 All recovered specimens shall be considered as part of the test.

B-4.7.2 Perform the histological examination.

B-4.7.2.1 Preserve the excised implant sites in formal saline.

B-4.7.2.2 Prepare sections transverse to the excised implants.

NOTES

I ideally, the implant should remain in place during preparation for sectioning to ensure correct orientation of the surrounding fissue, unless adverst reaction with dehydrating or defatting solvents is Likely to occur.

2 Hard implants may be removed before cutting of sections, if cutting would otherwise be difficult.

B-4.7.2.3 Stain the section with haemotoxylin and eosin.

B-4.7.2.4 Examine the histological sections microscopically and record the findings.

B-5 TEST RESULTS

B-5.1 The tissues surrounding negative control should appear normal and entirely free from haemorrhage, film or encapsulation (see B-4.7.1.4).

B-S.2 The requirements of the test are met if, in each rat/rabbit, the reaction to not more than one of the four test specimens is significantly greater than that of the negative control implant.

Bureau of Indian Standards

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Review of Indian Standards

Amendments arc-issued to standards as the need arises on the basis of comments. Standards are also reviewed periodically; a standard along with amendments is reaffirmed when such review indicates that no changes are needed; if the review indicates that changes are needed, it is taken up for revision. Users of Indian Standards should ascertain that they are in possession of the latest amendments or edition by referring to the latest issue of 'BIS Handbook' and 'Standards: Monthly Additions'.

This Indian Standard has been developed from Doc: No. MHD 3 (2712).

Amendments Issued Since Publication

Amend No.	Date of Issue	Text Affected
Timotta y to		
	BUREAU OF INDIAN STANDARDS	
Headquarters: Manak Bhavan, 9 Bal	hadur Shah Zafar Marg, New Delhi 110002	Telegrams: Manaksanstha (Common to all offices)
=	3 1,323 3375,323 94 02	Telephone
Regional Offices:		•
	Bhavan, 9 Bahadur Shah Zafar Marg DELHI 110002	323 76 17,323 38 41
	I.T. Scheme VII M, V.I.P. Road, Kankurgachi JTTA 700054	{337 84 99,337 85 61 337 86 26, 337 91 20
	35-336, Sector 34-A, CHANDIGARH 160022	{60 38 4 60 20 2
Southern: C.I.T.	Campus, 1V Cross Road, CHENNAI 600113	{235 02 16,235 04 4 235 15 19,235 23 1
MUM	alaya, F.9 MIDC, Marol, Andheri (East) BAI 400093	832 92 95, 832 78 5 832 78 91,832 78 9
COIM HYDE	ADABAD. BANGALORE. BHOPAL. BHUBANESHWAR. RATORE. FARIDABAD. GHAZIABAD. GUWAHA'II. BRABAD. JAIPUR. KANPUR. LUCKNOW. NAGPUR. A. PUNE. RAJKOT. THIRUVANANTHAPURAM.	

Printed at Simco Printing Press, Delhi

CONSIGNEE LIST

Consignee Location- For Schedule-I: -

Sr. No.	State	Consignee Address	Qty. (Pieces)
1	Andhra Pradesh	Joint Director (Family Planning) Address: Directorate of Medical & Health Services, Govt. of Andhra Pradesh, Sultan Bazar, Hyderabad-500095 Email: jhdfwcfw@yahoo.com Mr. Ramesh- 9248096222 Store Address: Bharat Motors Parcel Service Beside Tata Motors Auto Nagar, Hyderabad	50,00,000
2	Arunachal Pradesh	Dy. Director (Family Welfare) Address: Govt. of Arunachal Pradesh, P.O. Neharlagun, Distt. Papumpare-791110, Arunachal Pradesh Mr. Kenny Doji- 9436254207 Email: drdimong@gmail.com, jtdhsfw@gmail.com	40,000
3	Bihar	State Programme Officer (Family Planning) Address: State Health Store, Gulzarbagh, Patna Email: fp@statehealthsocietybihar.org, Mr. Prabhakar - 09608504072	1,00,000
4	Chandigarh	District Family Welfare Officer Address: Directorate of Family Welfare, Govt Multi speciality Hospital Sector -16, Chandigarh Store: Ms. Neha-9996524506	50,000
5	Chhatisgarh	Deputy Director (Family Planning) Address: Directorate of Health Services, E-68, Shahdani Darbar, Dhantari Road, Mana, Raipur-4922001, Chhattisgarh Email: spmnrhmcg@yahoo.com, Feroj Khan (Pharmasist), 08889786792 (0771-2221625)	3,00,000
6	Delhi	Chief Medical Officer (Medical Store) Address: Directorate of FW, Govt of Delhi, B &C Wing 7th Level Vikas Bhawan 2nd, Near Metcalf House, Civil Lines Delhi 110054, Email: spofwelfare@gmail.com , Mohit Kumar Pal-Pharmacist011- 23953036 / 9818320276	5,00,000
7	Gujarat	Assistant Director (Family Welfare) Address: Godown No 46, Civil Supply Godown, SRP Ghodacamp Road, Shahibaug, Ahmedabad-380004 Email: fp.gujrat2010@gmail.com, Mr. Hariom- 9099075165	5,00,000
8	Haryana	Director Family Welfare Address: Directorate of Health Services, Sector-6 Old Hospital Building, Panchkula, Haryana Email: fwharyanahealth@gmail.com, Mr. Shyam Sundar Mob 9417195375	5,00,000
9	Himachal Pradesh	Dy. Director (Family Welfare) Address: State Training Institute of health and FW, Pari Mahal Kusumpti, Shimla-9, Himachal Pradesh Email: osdfphp@gmail.com	5,00,000
10	Jharkhand	Dy. Director (Health Services) Email: nrhmjharkhandfp@gmail.com Address: Directorate of Health & FW, RCH Building, Namkum, Ranchi-834010 Lalan Pd. Yadav 9934477986	1,50,00,000
11	Madhya Pradesh	Dy. Director (Family Welfare) Address: Divisional Joint Director Office, Health Services, Kilol Park, Bhopal, Mob: 09098229646 Email: familywelfare7@gmail.com Neeraj Shukla, 9826016431	5,00,000
12	Maharashtra	Assistant Director (Store)	1,24,17,500

		Address: State Family Welfare Bureau, Govt. of Maharashtra, Parivar Kalyan Bhavan, Behind Pune Rly. Station, Pune411001, Maharashtra. 26058914,26058139, Fax: 26058766, 26058159 Email: sfwbstore@gmail.com Mr. Dawde, Store Officer 09604846401	
13	Meghalaya	Director MCH & FW Address: Govt. of Meghalaya, Red Hill-Upper New Colony, Health Complex, Laitumkhrah, Shillong 793003 Meghalya. Borshan Nongbet- 8014889702	50,000
14	Rajasthan	Project Director Address: Govt. of Rajasthan, SwasthyaBhavan, Tilak Marg, Jaipur, Rajasthan, Bansi Lal, Mob: 09828518610 Email: projectdirector.fw@gmail.com Mr. Banshi Kumawat-9828518610	30,00,000
15	Uttar Pradesh	Joint Director (Logistics) Address: Logistics Management Cell, Amousi, Nadarganj, Lucknow, Uttar Pradesh 0522-2432452-LMC, 0522-2258073-DGFW Email: gmfwnrhm@gmail.com Email: jointdirectorfw@gmail.com Mr. Sujeet - 9696837299	4,00,000
16	West Bengal	Assistant Director (Health Services) Address: State F.W. Bureau, Swasthya Bhavan, A-wing 3rd Floor GN-29 Sector-5, Bidhan Nagar, Kolkata-700091, West Bengal.Email: Stwowb@gmail.com Mr. Suhana-8697119350	2,00,00,000
		Total (Pieces)	5,88,57,500

Consignee Location- For Schedule-II to VIII: -

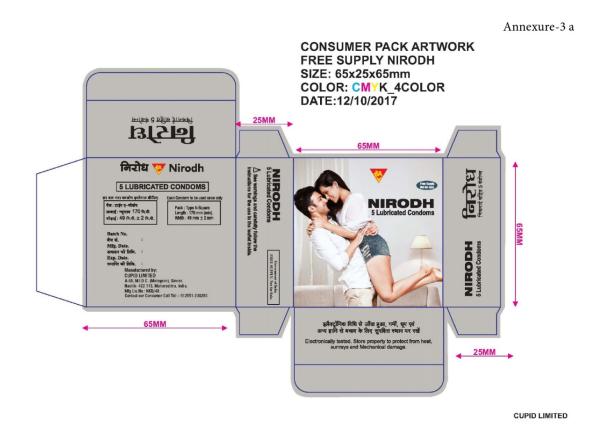
Sr. No.	Warehouse Name	OCP (Qty in Cycles)	ECP (Qty in Pack of 1 Pill)	IUCD 380A (Qty in Pieces)	IUCD 375 (Qty in Pieces)	PTK (Qty in kits)	Antara (Qty in doses)	Tubal Rings (Qty in Pairs)
1	Agartala		4,000		2,000	5,000	15,000	300
2	Ahmedabad	5,00,000	1,00,000	2,50,000	1,50,000	9,00,000	1,00,000	1,08,550
3	Bangalore		50,000	1,50,000	1,00,000	4,00,000	1,00,000	50,000
4	Bhopal		1,00,000	40,000	1,00,000	14,00,000	1,40,000	1,50,000
5	Chandigarh	85,000	70,000	64,000	34,000	5,45,000	1,08,560	11,000
6	Chennai			1,00,000	50,000	5,50,000	1,04,000	5,000
7	Delhi	45,000		10,000	5,000		10,000	2,000
8	Guwahati	7,10,000	7,000	12,500	3,000	6,25,000	1,02,000	12,000
9	Hyderabad	50,000		22,000	35,000	9,00,000	55,000	
10	Jaipur	6,00,000	30,000	1,00,000	90,000	6,00,000	2,00,000	1,50,000
11	Jajpur	3,00,000		80,000	60,000	1,00,000	1,00,000	15,000
12	Kolkata	54,00,00 0	2,00,000	2,000	1,40,000	46,25,100	5,00,000	
13	Lucknow	11,48,45 0	4,17,350	6,90,850	7,27,250	9,50,000	22,00,000	2,50,000
14	Navi Mumbai	5,00,000	50,000	3,00,000	60,000	5,00,000	54,500	30,000
15	Patna		1,00,000	30,000	1,00,000	7,00,000	4,00,000	
16	Raipur	4,00,000	2,00,000	50,000	50,000	5,50,000	40,000	3,000
17	Ranchi	36,000	5,00,000	2,10,000	1,50,000	10,00,000	3,00,000	20,000
18	Trivendrum			5,000		5,00,000	5,500	
Total		97,74,45 0	18,28,350	21,16,350	18,56,250	1,49,30,10 0	45,34,560	8,06,850
1	CACD Dalla:						4.00.000	
<u>1</u> 2	GMSD, Delhi GMSD,						4,00,000 6,90,440	
-	Mumbai						0,70,440	
3	GMSD, Chennai						3,00,000	
4	GMSD, Hyderabad						5,00,000	
5	GMSD, Kolkata						5,00,000	
	,	1	1			Grand Total	69,25,000	

The details of CMSS warehouses are given below:-

	CMSS Warehouse & Mapped States					
Sr No	Warehouse Location	States/UT's covered by the Warehouse	Address			
1	Agartala	Tripura	Near ONGC Complex, PO-Hapania , Agartala-799014			
2	Ahmadabad	Gujarat	Opp. P&T Colony, Shahalam, Ahmedabad-380028			
3	Bangalore	Karnataka	APMC Yard, Yeswanthpur, Bangalore - 560022			
4	Bhopal	Madhya Pradesh	Chhola Road, Near Nishatpura Cabin, Bhopal, M.P.			
		Chandigarh				
		Punjab	Central Medical Services Society			
		Haryana	Godown no. B014/3433, Near Vivekanand			
5	Chandigarh	Himanchal Pradesh	School,Godown area, Village Bhabat, Thana-Zirakpur,			
		Jammu & Kashmir,	Dist: SAS Nagar-140603(Punjab)			
		Leh Ladakh				
		Uttarakhand				
		Tamil Nadu				
6	Chennai	Pondicherry	Chitalapakkam(P.O), Chennai - 600064, T.N.			
	Chennai	Andaman & Nicobar				
		Islands				
7	Jajpur	Odisha	Dhawalgiri, Post-Jajpur Road, Dist-Jajpur, Odisha			
8	Delhi	Delhi	Ware Housing Scheme Block No 2.,Kirti Nagar, New Delhi-110015.			
	Guwahati	Assam				
		Arunachal Pradesh				
		Meghalaya				
9		Nagaland	EPIP Complex, Amingaon, Guwahati-781031			
		Sikkim				
		Manipur				
		Mizoram				
10	Hyderabad	Telangana	Behind Gandhibhavan, Nampally, Hyderabad-500001			
	'	Andhra Pradesh				
11	Jaipur	Rajasthan	Plot no SPL-1296, EPIP Sitapura, Ind Area, Jaipur-302002			
12	Kolkata	West Bengal	Rehabilitation Industries Corporation Estate, Bonhooghly, Kolkatta - 700 108			
13	Lucknow	Uttar Pradesh	New Mandi Complex, Sitapur Road Lucknow-226020			
		Maharastra				
		Goa	So ator 20 No ar ADAAC Fruit Adarkat Vashiblavi			
14	Navi Mumbai	Dadra and Nagar Haveli	Sector-20 Near APMC Fruit Market , VashiNavi Mumbai-400613			
		Daman and Diu				
15	Patna	Bihar	Bazar Sammittee , Katra Bazar, Patna city-800008			
16	Raipur	Chattisgarh	Rawabhata , Raipur -493221			
17	Ranchi	Jharkhand	Po-Hehal , Ratu Road , Dist-Ranchi-834005			
18	Trivandrum	Kerala	Kinfra Apparel Park, Thumba, Palliphura(PO),			
10	mvariarum	Lakshadweep	Trivandrum-695586			

CMSS reserve to right the change the consignee at any time if required.

Artwork of Item Condoms (Free Supply) - Schedule I



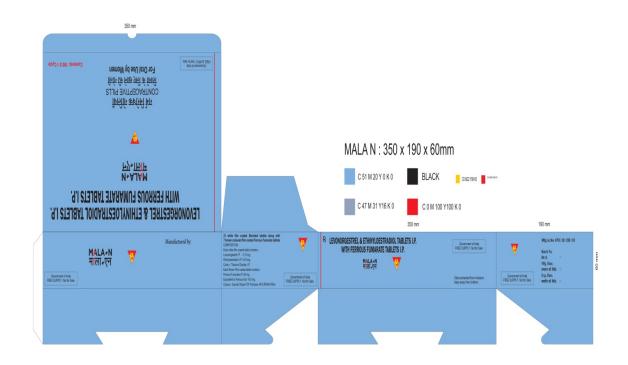


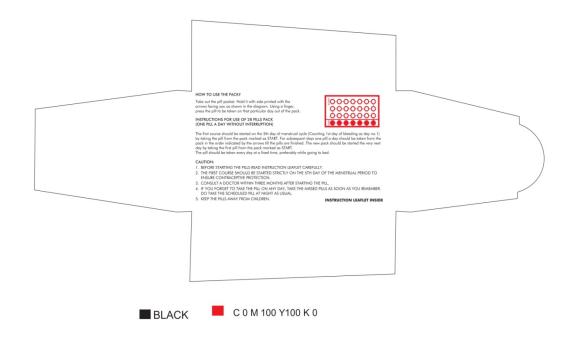
Shipper Box Artwork Nirodh (FREE supply) Size: 630x570x425mm

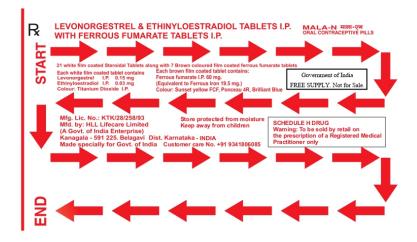


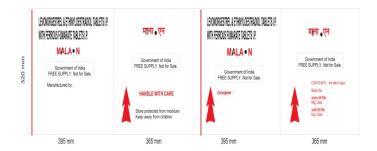
Annexure- 5 a

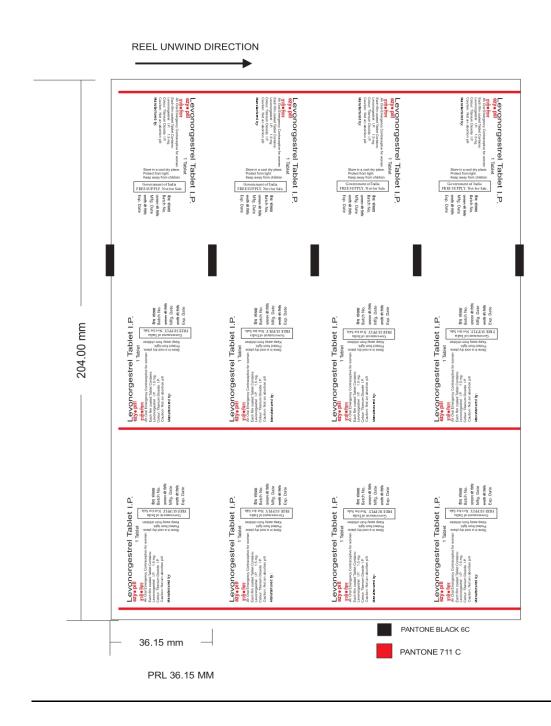














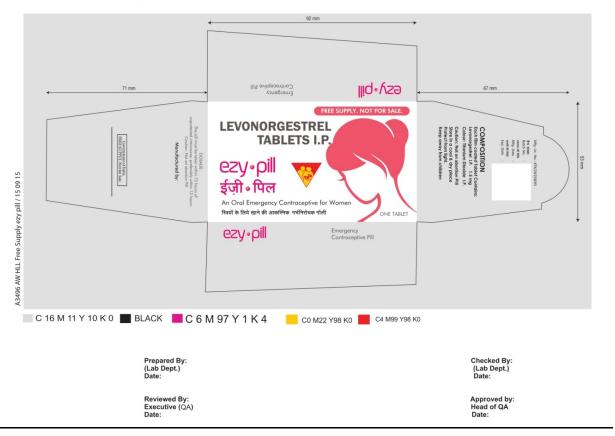
HLL LIFECARE LIMITED KANAGALA, BELGAUM- DIST. KARNATAKA

FINAL APPROVED ARTWORK FORMAT (HLL/KFB/QA-022R 01)

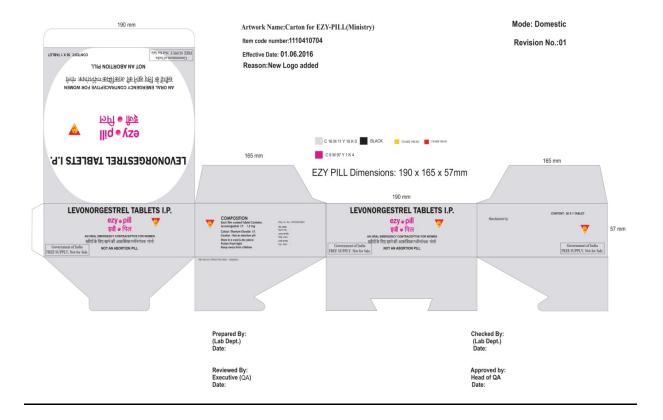
 $Artwork\ Name: Wallet\ for\ EZY-PILL (Ministry)$

Item code number:1110210748
Effective Date: 01.06.2016
Reason:New Logo added

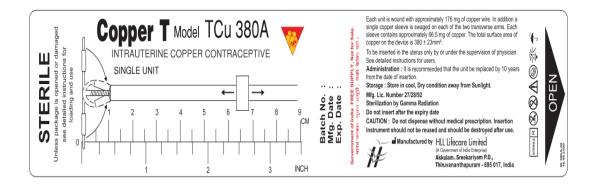
Mode: Domestic Revision No.:01

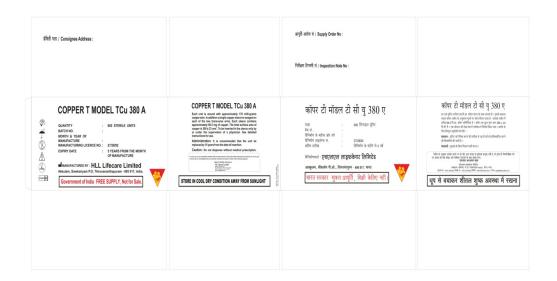


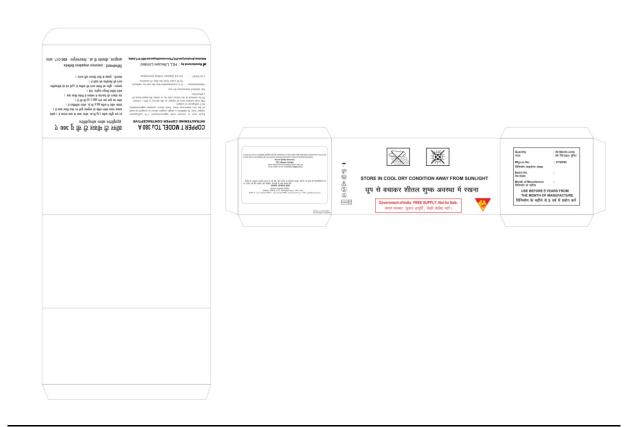
FINAL APPROVED ARTWORK FORMAT (HLL/KFB/QA-022R 01)

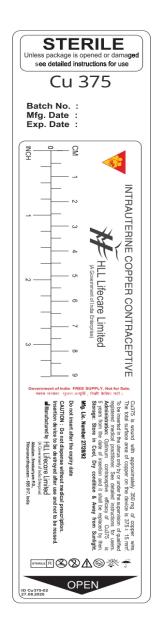


Artwork of Item IUCD 380A - Schedule IV

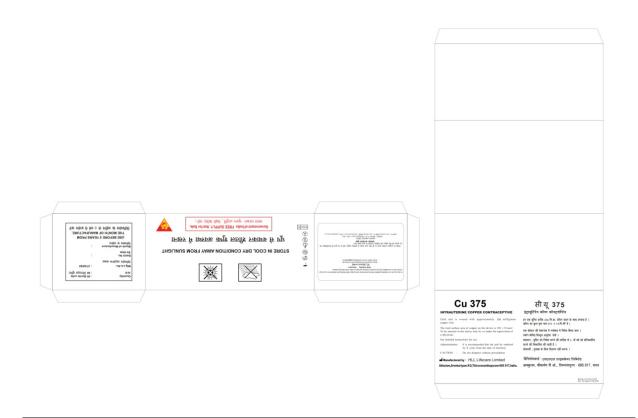












Artwork of Item Pregnancy Test Kits – Schedule VI

Size 110 x 65 mm CMYK Blue

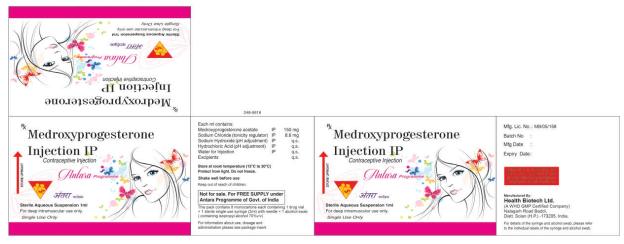








125X85X92



145 x 110 mm

30 x 8 x 1 (Drug vial + Sterile single use syringe (2ml) with needle + Alcohol swab) each

Medroxyprogesterone Injection IP





Store at room temperature (15°C to 30°C) Protect from light. Do not freeze.

Shake well before use

SCHEDULE H PRESCRIPTION DRUG-CAUTION

Case No .:

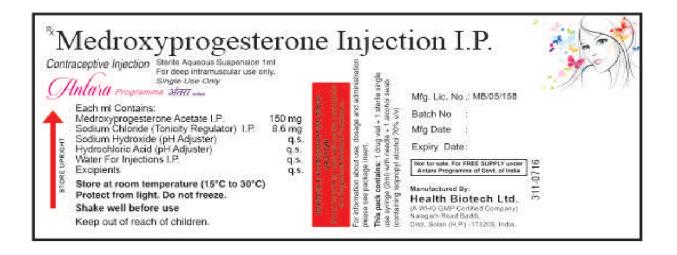
Mfg. Lic. No .: MB/05/158

Batch No : Mfg Date : Expiry Date: Not for sale. For FREE SUPPLY under Antara Programme of Govt. of India

Manufactured By:

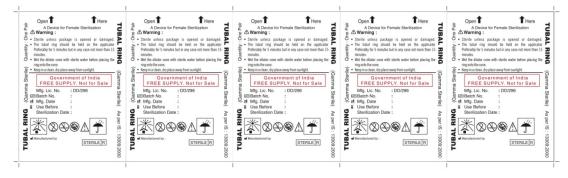
Health Biotech Ltd.

(A WHO GMP Certified Company) Nalagarh Road Baddi, Distt. Solan (H.P.) -173205, India.



Annexure-12 a

Tubal Ring Artwork for DAMAN: Pouch Size: 250 X 70 mm



Tubus Ring Inner carton without CE mark for MOH INDIA, Front side | SPEGA/70300 | Date - 28/12/2016 | Size - 165 x 60 mm.

TUBAL RING
Sizerite
(A Device for Female Sterilization)

Manufactured by :

Government of India
FREE SUPPLY. Not for Sale.

Tubal Ring Inner carton without CE mark for MOH INDIA, Right Side | SPE/QA/7030/D | Date - 26/12/2016 | Size - 85 x 60 mm.



Tubal Ring Inner carton without CE mark for MOH INDIA, Left side | SPE/QA/7030/D | Date - 26/12/2016 | Size - 85 x 60 mm.



TUBAL RING (A DEVICE FOR FEMALE STERILIZATION) STERILE R Manufactured by: Government of India FREE SUPPLY. Not for Sale.

TUBAL RING

(A Device for Female Sterilization)



Wet the dilator cone with sterile water before placing the ring into the cone.
 Ring should preferably be kept on the Laparoscop in stretched state for less than 5 minutes and in no case longer than 15 minutes.

TUBAL RING (A DEVICE FOR FEMALE STERILIZATION)



WORKS: Plot No.: 219, Survey No.: 168
Dabhel Industrial Co-Operative Society Ltd.,
Dabhel, Daman (U.T) - 396 210 - India
OFFICE: 13 SURYODAY ESTATE,
136 TARDEO ROAD,
MUMBAI - 400 034, INDIA

sales@pregna.com www.pregna.com

Government of India FREE SUPPLY. **Not for Sale**

Tubal Ring Outer carton without CE mark for MOH INDIA, Right Side | SPE/QA/7031/D | Date - 26/12/2016 | Size - 350 x 325 mm.



QTY. 5000 UNITS

MFG. LIC. NO. DDD/296

STERILIZATION DATE

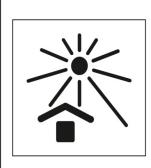
LOT BATCH NO.

MFG. DATE

USE BEFORE

USE BEFORE







STORE IN COOL DRY CONDITION AWAY FROM SUNLIGHT

धूप से बचाकर शीतल शुष्क अवस्था में रखना

Annexure-II

TENDER FORWARDING LETTER

Date:

To,
DG&CEO,
Central Medical Services Society
2nd Floor, VishwaYuvak Kendra,
Pandit Uma Shaker Dixit Marg,
Chankyapuri, New Delhi- 110021

<u>Sub: Acceptance of Terms & Conditions of Tender.</u>

Tender No: CMSS/PROC/2022-23/FWP/009

Name of Tender: - Online tender for Procurement of Contraceptives for the year 2022-23.

Dear Sir,

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

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

- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (Including all document like annexure(s), schedule(s), etc...), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally and unequivocally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking for the quoted product from any procurement agency or as a whole.
- 6. I/We hereby declare that bid will remain valid for a period of 150 days after opening of Tender bid/packet1.
- 7. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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

Annexure-III

DETAILS OF E.M.D. SUBMITTED

We herewith submit the EMD (**Annexure-XIV**) in favour of Central Medical Services Society for the following items.

Sch. No.	Item Name	UOM	Quantity in Bid	Quantity Quoted	% of the Bid Quantity	Amount of EMD Payable (in INR) for 100% quantity	Amount of EMD Payable (in INR) for 50% quantity	Amount of Bid Security
1	Condoms (Free Supply)	Pieces	5,88,57,500			23,66,072	11,83,036	
II	Oral Contraceptive Pills (OCP)	Cycles	97,74,450			12,60,904	6,30,452	
III	Emergency Contraceptive Pills (ECP)	Pack of 1 Pill	18,28,350			1,55,410	77,705	
IV	IUCD 380 A	Pieces	21,16,350			12,86,741	6,43,370	
٧	IUCD 375	Pieces	18,56,250			10,20,938	5,10,469	
VI	Pregnancy Test Kits	Kits	1,49,30,100			9,73,443	4,86,721	
VII	Injectable Contraceptive (Antara)	Doses	69,25,000			52,97,625	26,48,813	
VIII	Tubal Rings	Pairs	8,06,850			3,34,036	1,67,018	

Annexure-IV

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 2 YEARS)

Name of Bidder with Address	
Manufacturer with Address	
Tender No	
Sr. No. of the Product	
Name of the Product	

SI .	Name of Product	Year 2019-20	Year 2020-21	Quantity manufactured and marketed	UOM	Name and full address of the Purchaser	
1	2	3	4	5	6	7	
1.					Nos.		

OR

SI ·	Name of Product	Year 2020-21	Year 2021-22	Quantity manufactured and marketed	UOM	Name and full address of the Purchaser
1	2	3	4	5	6	7
1					Nos.	

Note:

- 1. Proof for the manufacturing (BMR) / importing of the items quoted to be produced, if demanded.
- 2. Copies of purchase orders in support of performance statement may be uploaded along with this **Annexure-IV**.

Signature of Tenderer Signature of Auditor/ Chartered Accountant

Name in Capitals

Name in Capitals

Date: Date Seal: Seal

Annexure-V

ANNUAL TURN OVER STATEMENT

The Annual To years are give	urnover (Sales) of M/s en below and certified that the	for the past three e statement is true and correct.
SI. No.	Financial Year	Turnover in Lakhs (Rs)
1. 2. 3.	2018-2019 2019-2020 2020-2021	- - -
	2019-2020 2020-2021 2021-2022	OR - - -
	Total - Rs.	Lakhs.
_	nover Per Annum in the last thre	ee years mentioned above -
Date: Seal:		Signature of Auditor/Chartered Accountant (Name in Capital)

Annexure-VI

LIST OF ITEMS QUOTED & THEIR PRODUCTION CAPACITY

1. Name of the firm :

2. Address of the firm as given in Drug license/Manufacturing License :

3. Details of Endorsement for all products quoted

Sch	Ite	Drug/Go	UOM	Quantity	Qua	Manufa	*			Average
No	m	ods		Tendered	ntity	cturing		8		Quantity
	Со	Name			quot	Capacit	2019-	2020-	2021-	Manufac
	de				ed	У	20	21	22	tured
1	2	3	4	5	6	7	A8	8B	8C	9
I		Condom s (Free Supply)	Piece s	5,88,57,500						
II		Oral Contrace ptive Pills (OCP)	Cycles	97,74,450						
III		Emergen cy Contrace ptive Pills (ECP)	Pack of 1 Pill	18,28,350						
IV		IUCD 380 A	Pieces	21,16,350						
٧		IUCD 375	Pieces	18,56,250						
VI		Pregnanc y Test Kits	Kits	1,49,30,100						
VII		Injectable Contrace ptive (Antara)	Doses	69,25,000						
VIII		Tubal Rings	Pairs	8,06,850						
				TOTAL						

Date:	Authorized Signatory:
-------	-----------------------

Annexure-VII

CHECK LIST

Packet 1

Pg. No. in bid

1.	Checklist – Annexure-VII- (Clause 6.2 p)	Yes	No
2.	EMD (as per Annexure-XIII) (Clause 6.2 a)	Yes	No
3.	Certificate by MSME/ SSI units in support of being a MSE/ SSI unit. (Clause 6.2 a)	Yes	No
4.	Tender Forwarding Letter (Annexure-II) (Clause 6.2 b)	Yes	No
5.	Duly attested photocopy of Manufacturing License (valid on the date of tender opening) for the product duly approved by the Licensing Authority for each and every product quoted and ISO 13485. (Clause 6.2 c & i)	Yes	No
6.	Power of Attorney duly signed & Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority. (Clause 6.2 d)	Yes	No
7.	Purchase Order Copy (Clause 6.2 e)	Yes	No
8.	Market Standing Certificate (Clause 6.2 f)	Yes	No
9.	Non Conviction Certificate issued by the Drugs Controller (Clause 6.2 g)	Yes	No
10.	Manufacturing Capacity Certificate (Clause 6.2 h)	Yes	No
11.	Proforma for Performance Statement (Annexure-IV) (Clause 6.2 j)	Yes	No

12. Annual Turnover Statement for 3 Years (Annexure-V) (Clause 6.2 k)	Yes	No
 Copies of Annual Audit Reports including Balance Sheet & Profit & Loss Account for last three years (Clause 6.2 I) 	Yes	No
14. Certificate of Incorporation in case of companies/copy of partnership deed in case of partnership firm/ Declaration in case being a proprietary firm. (Clause 6.2 m)	Yes	No
15. Long term stability data (Clause 6.2 n)	Yes	No
 List of items quoted and their production capacity – Annexure-VI (Clause 6.2 o) 	Yes	No
 No Deviation Certificate (Annexure-XV) (Clause 6.2 s) 	Yes	No
 Near Relative Certificate (Annexure-XVI) (Clause 6.2 t) 	Yes	No
19. Certificate for local content (Clause 6.2 u)	Yes	No
20. Undertaking to compliance i.r.o Ministry of Finance, Department of Expenditure, Procurement Policy Division No- 6/18/2019-PPD dated 23.07.2020 (Annexure-XIX) (Clause 6.2 v & w)	Yes	No
 Undertaking that Firm is not being blacklisted or debarred from any Govt. Agency (Clause 6.2 x) 	Yes	No
 Para-wise compliance of technical specification of the quoted item (Clause 6.2 y) 	Yes	No
23. The bidders are requested to submit an undertaking on their letterhead for compliance to the Artwork enclosed for the	Yes	No

items quoted by them. No further approval for Artwork would be provided by CMSS to any bidder. (Clause 6.2 z)

24. Annexure-XII (Mandate Form)

NOTE: Bidders are requested to submit all documents with the bid as shown as checklist (Annexure-VII). NO CLARIFICATIONS may be sought from bidders and incomplete bid may be summarily rejected at sole responsibility of bidder(s). CMSS decision in this regard will be final and binding.

M/s_	
	For Self and Firm / Company Ltd.
	Signature and Seal

Annexure-VIII

NOTARISED UNDERTAKING BY MSE COMPANIES (In 20- Rupees stamp paper)

	I, S/o, Proprietor / Partner / Managing Director of (Proprietary Concern / Firm / Company Ltd.) execute this Undertaking for myself and on behalf of (Proprietary Concern / Firm / Company Ltd.).
2.	Whereas, CMSS (Tender Inviting Authority) has invited Tender for supply of Drugs and medicines, goods for the year 2022-23 and in pursuant to the conditions in the tender documents. M/s (Proprietary Concern/ Firm / Company Ltd.), having its Office at
	is exempted from payment of Earnest Money Deposit as indicated in the Clause 9.2 of tender document.
3.	And whereas, in pursuant to the conditions in Clause Nos. 9.2, 9.3 & 9.4 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 for non-performance of the obligation under tender document.
4.	In consideration of exempting M/s
	M/s
	For Self and Firm / Company Ltd.
	Signature and Seal
Witness:-	
(1)	
(2)	

(2)

Central Medical Services Society

2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dixit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi- 110021, Tel: 011-214109005 011-21410906

Email: gmproc.cmss@gmail.com

LETTER OF ACCEPTANCE

No.	Description	У		Works per Unit	(%)	(Rs)	any other charges (Rs.)	price (all incl) (Rs.)	(Rs.)
Sch	Items	Quantit	Unit	Ex-	GST	GST	Transport &	Total unit	Grand Total
	•		•	,	•		n response to een accepted		
Dea	•					. cc :	4		
R	•						/ 009 opened onse to above		
<u>St</u>	ub: Acceptan	ice of Ten	der for	supply o	f to CI	<u>MSS</u>			
(K	(ind Attn:		(N	ame),			Designation)		
Er	mail								
	none:								
	ttn:								
	l/s ddress:								
To,	1/2								
110.		72022 207	1 111 700	,				<u> </u>	
No.	CMSS/PROC	/2022-23/	FWP/00	9				Date	

2. You are requested to deposit Security Deposit @ 3% of the total value by NEFT/RTGS/Bank Guarantee/Demand Draft/Banker's Cheque and enter into an Agreement, as per the format given in **Annexure-X** of the Tender document, within 15 days from the date of receipt of this letter. The Security Deposit shall be valid for 1260 days from the date of commencement.

1

Grand Total

- 3. Please convey your acceptance to this LOA within 03 days of issue, else it will be presumed that you are not keen to accept the LOA and CMSS may proceed for allocation of quantity to other bidder and with other actions stipulated in referred Tender document.
- 4. All other terms and conditions will be applicable as per Tender document no. CMSS/PROC/2022-23/FWP/009 and subsequent amendments to it.

Anjana
GM/Procurement

Annexure A to LOA No:	
Supplier: M/s	

Annexure-A

	LIST OF MANUFACTURING LICENSES & SITE ADDRESSES						
Sr. No.	Item Code	Item Description	Manufacturing Site Address	Manufacturin g License No.	Remarks		
1							
2							
3							

LONG TERM AGREEMENT (LTA) NO.:CMSS/PROC/2022-23/FWP/LTA/009 E- STAMP CERTIFICATE NO.: LTA Validity: From ______ to ____ **TERMS OF AGREEMENT** THIS AGREEMENT made the...... day of year between Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021 (here in after "the Purchaser") of the one part and (Name of Supplier) called "the Supplier") of the other part: WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz; Procurement of Contraceptives in the Tender Reference No. CMSS/PROC/2022-_____(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the "the Contract Price"). WHEREAS the Supplier confirms that it is qualified, ready, willing and able to supply/services the Procurement of Contraceptives, in accordance with the terms and conditions of this Agreement. 1. <u>DEFINITIONS</u> Commencement Date means _____ Expiry Date means _____ Products, in singular form Product, means the item(s), as described and detailed above, provided by the Supplier to CMSS from time to time pursuant to this agreement.

Tender means Tender No. Tender No: **CMSS/PROC/2022-23/FWP/009** from CMSS to the Supplier, to quote for the cost of supply of the Products to CMSS.

Long Term Agreement, as abbreviated to Agreement or LTA, means this Agreement between the Parties, to provide Products, including its Annexure, however with due consideration of the order of precedence among the LTA and individual Annexure.

Parties means CMSS and the Supplier, their successors and assigns and where not repugnant to the context, their servants or agents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. LTA DOCUMENTS:

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) This LTA
- (b) The Notice Inviting Tender
- (c) Terms and Conditions of Tender Document as given in Tender No: CMSS/PROC/2022-23/FWP/009 dt._____
- (d) The Minutes of Pre-Bid meeting and corrigendum issued.
- (e) Schedule of Requirement.
- (f) The Technical Specification
- (g) The Supplier's Offer including Enclosures, Annexure etc.
- (h) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the tenderer which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
- (i) The Letter of Acceptance issued by the purchaser.

2. PURPOSE OF LTA:

- 2.1 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods, the Contract Price at the times and in the manner prescribed by this Agreement.
- 2.2 Brief particulars of the Products or goods which shall be supplied / provided by the Supplier are as under.

Sc h No.	Items Descripti on	Quantity	Unit	Ex-Works per Unit (Rs.)	GST (%)	GST (Rs)	Transport & any other charges (Rs.)	Total unit price (all incl) (Rs.)	Gran d Total (Rs.)
1									
2									
Grand Total									

2.3 The supplier agrees that his supplies are subject to terms and conditions details contained in LTA documents mentioned above. The supplier appreciates that the supplies are meant for public health system in the country and hence will agree to supply the goods of good quality as per standards in a timely manner as specified as per tender terms and conditions. The supplier has already given its no deviation (clause-by-clause compliance) for the subject terms and conditions.

3 . Manufacturing License and Site	
License and Site Address:	As per Annexure A.
IN WITNESS where of the parties here to have caused this A in accordance with their respective laws the day and year	
in decordance with mon respective laws the day and year	mar abovo willion.
Signed, Sealed and Delivered by the said	(For the Purchaser)
in the presence of	
Signature	
Name	
Address	
Signed, Sealed and Delivered by the Said	(For the Supplier)
in the presence of	
Signature	
Name	
Address	
Annexure A to LTA No:	
Supplier: M/s	

LIST OF MANUFACTURING LICENSES & SITE ADDRESSES						
Sr. No.	Item Code	Item Description	Manufacturing Site Address	Manufacturing License No.	Remarks	
1						
2						
3						

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare (Government of India)

2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021, India

PURCHASE ORDER

PO No: CM	SS/PROC/2022-23/FWP/009	Dated:
То,		
Address: Attn: Phone:		
Subject: Ref:	• • •	y of Bivalent RDT (Malaria). No: CMSS/PROC/2022-23/FWP/009/LTA/

Dear Sir,

Please supply following quantities for the items specified as per the technical specifications and terms & conditions of the Long Term Agreement referred above:

Sr. No.	Item Cod e	Item Descrip tion	Quanti ty Accep ted by the Purch aser	Unit	Ex Works Price per Unit (Rs)	GST (%)	GST (Rs)	Trans portat ion Charg es (Rs)	Rate Per Unit (Lande d Price)(R s)	Tota I Val ue (Rs)	Destin ation
1											As per Annex
2											As per Annex -1

- 1. All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.
- 2. Delivery Period: As per Annexure A of the tender document

- 3. Manufacturing license as per Annexure A and site address as per Annexure B.
- 4. Payment Terms: Within 75 days of supplies in respect of items requiring sterility tests and within 60 days of supplies for other items.

(Anjana)

General Manager (Procurement)

Copy to:

- 1. General Manager (LSC), CMSS
- 2. General Manager (QA), CMSS
- 3. General Manager (Finance), CMSS
- 4. All Consignees (CMSS Warehouses) concerned.

Annexure A to PO No: Supplier: M/s

	CONSIGNEE-LIST						
Sr. No.	Item Description	Consigne e Location	Consignee Address	Quantity	UOM	Remark s	
1							
2							
3							

Annexure-B

Annexure B to PO No: Supplier: M/s

	LIST OF MANUFACTURING LICENSES & SITE ADDRESSES						
Sr. No.	Item Code	ltem Description	Manufacturing Site Address	Manufacturing License No.	Remarks		
1							
2							
3							

Annexure-XII

MANDATE FORM

01	Company Name	
02	Postal Address of the company with Telephone No., Fax No. and Mail ID.	
03	Name of the Managing Director / Director / Manager Mobile No. / Phone No. E-mail ID.	
04	Name and Designation of the authorized company official Mobile No.	
	E-mail ID	

Date: Company Seal Signature
Place: (Name of the person signing & designation)

Mandate Form contd..

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

(in lieu of the bank certificate to be obtained, please **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 for reasons of incomplete or incorrect information, I would not hold M/s. Central Medical Services Society (CMSS) 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 THA	 AT THE PARTICULARS FURNISI	HED ABOVE BY THE COMPANY ARE CORRECT

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

Bank Seal with address. Signature of the authorized official of the bank

Bank Guarantee for EMD (Format) (if applicable)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[insert **Bank's Name**, and **Address** of Issuing Branch or Office]

supported by an EMD.

Beneficiary:	linsert Name	e and Addre	ess of Purcha	iser]				
Date:								
BIDGUARANTI	E No.:							
We have bee	en informed	that [insert	name of th	e Tendere	r] (hereinaf	ter co	alled "th	е
Tenderer ") h	as submitted	d to you its	bid dated	(hereinaf	ter called "	the Bio	d")for th	е
execution of	[insert name	of contract)	under Tend	er No		•••		
Furthermore,	we underst	and that,	according	to your	conditions,	bids	must b	е

At the request of the Tenderer ,we [insert name of Bank] hereby irrevocably under take to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount inwords]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer:

- (a)has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the security deposit, in accordance with the Instructions to Tenderer s.
- (c)does not accept the correction of the Bid Price
- (d) This guarantee will expire: (a) if the Tenderer is the successful tenderer ,upon our receipt to copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or(b) if the Tenderer is not the successful tenderer ,upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful tenderer; or (ii) Twenty Eight days after the expiration of the Tenderer's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Security Bank Guarantee (Format)

	[insert: Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: Date:	[insert: Name and Address of Purchaser]
PERFORMANCE GUA	RANTEE No.:
received a Letter of	med that [insert: name of Supplier] (hereinafter called "the Supplier") has Acceptance No. [insert: reference number of the Letter of Acceptance] for entering into a Rate Agreement with you, for the supply of [insert.]
guarantee is require At the request of the you any sum or sun [insert: amount in wo a written statement	derstand that, according to the conditions of the Tender, a performance of post acceptance of letter of Acceptance. Supplier, we [insert: name of Bank] hereby irrevocably undertake to payous not exceeding in total an amount of [insert: amount in figures] () ords] upon receipt by us of your first demand in writing accompanied by stating that the Supplier is in breach of its obligation(s) under the Tender and to prove or to show grounds for your demand or the sum specified
	expire no later than the day of, 2, 2 and any demand the must be received by us at this office on or before that date.
•	oject to the Uniform Rules for Demand Guarantees, ICC Publication No. obparagraph (ii) of Sub-article 20(a) is hereby excluded

The Guarantor shall insert an amount representing the percentage of the Price specified in the letter of Acceptance and denominated in the currency of the Contract.

Established in accordance with tender conditions taking into account any warranty obligations of the Supplier as per tender conditions. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Annexure-XV

No Deviation Certificate

This	is	to	certify		•	٠,	quoted technica	•		
			& there er docur	is no c	_		to any co			
Sian	atu	re (v	vith Stan	lan						

Near Relative Certificate

(In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorised signatory of bid may also sign this bid on behalf of the entire directors/ partners/ proprietor).

This is to certify that none of my/our Company Directors' near relative as defined below currently works in CMSS where I am/we are going to apply for the tender. I/We also agree to the condition that due to any breach of conditions by the company or firm or any other related person the bid submitted on behalf of the company or firm will be cancelled and bid security will be forfeited at any stage whenever it is noticed and CMSS will not pay any damage to the company or firm or the concerned person. The company or firm will also be debarred for further participation for the quoted item in CMSS for a period of one year.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brothers(s) and brother's wife, sister(s) and sister's husband (brother in law).

Signature/Signatures (with Stamp)

Annexure-XVII

Format of Local Content Declaration for the item Schedule no. II, III and VII

Tender Reference No:		Date:	
I		o, nnly affirms and declares as	
The local content is	_% for the	(quoted	item of M/s
That I on behalf of M/s of the Ministry of Chemicals no. 31026/65/2020-MD dated 16.09.2020 and calculations of DOP order no. 31026/65/2	& Fertilizers, DOP, Goven the service of the servic	vernment of India issued vio order no. P- 45021/2/2017- be been done in accordance	de notificatior PPBE- II datec
That the information furnished and I on behalf of M/s the procuring entity or any confidence of India for the growth of India for India for the growth of India for the growth of India for the	undert authority so nominated	rake to produce relevant red by the Department of Pho he local content.	ecords before
,	Authorized Signatory/	Statutory Auditor/ Chartere	d Accountant
		(with Compan	y Seal/Stamp)
	(Refe	er Clause 9 of DPIIT Order d	td. 16.09.2020)

Annexure-XVIII

Format of Local Content Declaration for the item Schedule no. I, IV, V, VI & VIII

Tender Reference No:	Date:
I, S/o, D/o,	W/o,
	do hereby solemnly affirm and declare as
under:-	
The local content is% for the	(quoted item of M/s
conditions of the Ministry of Chemico vide notification no. 31026/36/2016- 45021/2/2017- PPBE- II dated 16.09.202	will agree to abide by the terms and als & Fertilizers, DOP, Government of India issued policy dated 16.02.2021 and DPIIT order no. P-20 and calculations for local content have been of DOP order no. 31026/36/2016- policy dated
and I on behalf of M/s before the procuring entity or any	iter is correct to best of my knowledge and beliefundertake to produce relevant records authority so nominated by the Department of for the purpose of assessing the local content.
	(Name of Firm/ Entity)
Authorized Sig	natory/ Statutory Auditor/ Chartered Accountant
	(with Company Seal/Stamp)
	(Refer Clause 9 of DPIIT Order dtd. 16.09.2020)

<u>UNDERTAKING</u>

(On Company's Letter Head)

We,	(name of bidder), having offices at
	are participating in Bid No.
•••••	Dated
We equ	ivocally and irrevocably undertake that,
i) ii)	Compliance of DOE, MOF order No. 6/18/2019 – PPD dated: 23.07.2020 or any other subsequent revised order in said matter. Compliance of Public Procurement Order 2017- revision, issued vide No. P-45021/2017-PP (BE-II) Dated: 16/9/2020 or any other subsequent revised order in said matter.
observe condition	ny stage of tendering process, non-compliance of above orders -ed/found we will be liable for stringent actions as per the tender terms and on including suspension/debarment from any bidding in CMSS/MoHFW for twoyears.
	M/s
Witness	For Self and Firm/Company Limited
1.	Signature & Seal of compan

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:
1) P.O No. & date:

2)	Supplier's Name:	
3)	Consignee's Name & Address with telephone No. & Fax No. :	
4)	Name of the items/equipment supplied:	
5)	Quantity of items/equipment Supplied:	
6)	Date of Receipt of items/equipment Consignee:	by the
7)	Name and designation of Authorized Representative of :	Consignee
8)	Signature of Authorized Representative of Consignate:	gnee with
9)	Counter Signed by Director/MS/Dean of the Hospital/Institute:	concerned
10) Seal of the Consignee:	