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भारतसरकार/Government of India
स्वास्थ्य और परिवार कल्याण मंत्रालय/ Ministry of Health and Family Welfare
प्रधानमंत्रीस्वास्थ्यसुरक्षायोजना/PMSSY
अखिल भारतीय आयुर्विज्ञान संस्थान All India Institute of Medical Sciences
मंगलगिरि, आंध्रप्रदेश Mangalagiri, Andhra Pradesh


No.: AIIMS MG/Procurement/06/Laryngeal Mask Airway Date: - 29/08/2022

CALL FOR OBJECTION

AIIMS Mangalagiri has a requirement of LMA Proseal for the department of Anesthesiology. In this regard comments/objection, if any are invited before declaring the article as proprietary in nature.

In this regard, the proposal submitted by M/s SWAGATH INTERNATIONAL H.NO. 6-1-103/10, GROUND FLOOR, PADMARAO NAGAR, SECUNDERABAD- 500024 a wholly owned subsidiary of M/s TELEFLEX MEDICAL, IDA BUSINESS AND TECHNOLOGY PARK, BUBLIN ROAD, ATHLONE, IRELAND. (A Sole manufacturer/agents) along with Proprietary Article Certificate are attached and duly uploaded on Institute website for open information to submit objections/comments, if any from any manufacturer/supplier before declaring the article of the said equipment/items to be procured as proprietary.

The objections/comments should be sent to the Procurement Section, 2nd floor, Admin & Library Building, Room no. 236, AIIMS Mangalagiri, Guntur, Andhra Pradesh 522503 in a sealed envelope with the above reference on or before 08/09/2022, 15:00 Hrs, failing which it will be presumed that any other manufacture/vendor is having no objections/comments to offer and the case will be decided on merits.


F I/c (Procurement)

For Director, AIIMS Mangalagiri

Enclosure:

1. PAC of Department
2. PAC of Manufacturer
3. Manufacturer Authorization Letter
4. Technical Specification sheet.

P-3 FORM

(To be attached with P-2 form for Proprietary items)

AIIMS, Mangalagiri

PROPRIETARY ARTICLE CERTIFICATE

It is certified that the items LMA Proseal required in the P-2 form should be purchased from M/s. Swagath International, H.No 6-1-103/10, Ground Floor, Padmarao Nagar, Secunderabad - 500024 To the best of my knowledge Teleflex Medical, IDA Business and Technology Park, Dublin Road, Athlone, Ireland are the sole manufacturer/ agents of the sole manufacturers.

Similar items manufactured by other firm(s) shall not be suitable for our purpose for the following reasons:

1. A laryngeal-mask airway reusable device including provision for drainage of the oesophagus comprises an inflatable main-cuff and a backplate having a laryngeal-side and a pharyngeal-side.
2. This LMA withstands an oesophageal pressure up to a median of 58cm H₂O

Sunit

(Sign of Indenter)

Date: 13-05-2022

Designation: *Assistant Professor*

Department: *Anesthesiology*

Dr. SUNIT KUMAR GUPTA
Regd. No.:028712 (D.A., DNB, MNAMS)
Assistant Professor
Dept. of Anesthesiology
All India Institute of Medical Sciences
Mangalagiri, Andhra Pradesh.

Mukesh Tripathi

Signature of Head of Department/Section

N.B.: The indenter before recording the above certificate should satisfy himself that the article is genuinely of proprietary nature manufactured under patent laws.

HOD, Department of Anesthesiology
All India Institute of Medical Sciences
Mangalagiri, Andhra Pradesh

Teleflex Medical Europe
IDA Business & Technology Park
Dublin Road
Athlone
Co. Westmeath
Ireland

Phone: + 353 (0)90 6460800
Fax: + 353 (0)90-6465938

VAT No. IE96549303
Company Reg. No. 428329

Proprietary Certificate

To Whom it may Concern:

"Teleflex Medical", having office at IDA Business and Technology Park, Dublin Road, Athlone, Ireland hereby confirms and verifies that following:

1. "Teleflex Medical" owns all the rights title and interest in the patents, trademarks, trade names, inventions, copyrights, know how, trade secrets and any other intellectual property of LMA Fastrach™, the original LMA invented and designed by Dr. Archie Brain, which fall under Supraglottic Airway Device category to help in all areas of oral anaesthesia and providing ventilation requiring respiration. The following are the details of the /product:
 - Designed for the anticipated or unanticipated difficult airway situation and for cardiopulmonary resuscitation, facilitates continuous ventilation between intubation attempts resulting no tissue distortion.
 - The rigid handle of the device facilitates one-handed insertion, removal and adjustment to enhance oxygenation and alignment with the glottis and can be introduced blindly with one hand from any position.
 - Construction features a rigid airway tube wherein curvature in a single plane establishes an accurate path of angular extent in the preferred range of 130 degree, plus or minus 5 degree, which is in substantial anatomical conformance with adult human's airway path, requiring an inter-dental gap of only 20mm.
 - An internal ramp formation within the mask structure assures a limited but important measure of further and stabilized guidance of an ET, oriented to target safe entry of the ET into the glottis opening containing glottis aperture.



Aoife Shaughnessy
Regulatory Affairs Specialist

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1. "Teleflex Medical" owns all the rights title and interest in the patents, trademarks, trade names, inventions, copyrights, know how, trade secrets and any other intellectual property of LMA Supreme™, the original LMA invented and designed by Dr. Archie Brain, which fall under Supraglottic Airway Device category to help in all areas of oral anaesthesia and providing ventilation requiring respiration. LMA Supreme™ is available in extensive range of sizes starting from smallest available i.e. Size 1 with built-in drain tube designed to channel fluid away and permit gastric access. The following are the details of the /product:
 - LMA Supreme™ is a single use second generation, gastric access device which forms an effective First Seal™ with the oropharynx (oropharyngeal seal) which delivers measured oropharyngeal leak pressures up to 37cm H₂O for advancing use of the device such as in patients with decreased thoracic compliance, in mild-to-moderately obese patients and in certain procedures required.
 - An innovative Second Seal™ with the upper oesophageal sphincter (the oesophageal seal) enables passive drainage or active management of digestive tract contents independent of ventilation.
 - Soft, single piece elongated cuff designed with a curved backplate providing a smoother profile to aid insertion and support an effective First Seal™ and Second Seal™.
 - Thicker fixation tab provides greater security during tape down and integral soft bite block helps to reduce potential dental damage.
 - A 10° slant tip allows the cuff to follow the contour of the oesophageal sphincter to optimise placement.
 - Elliptical and anatomically shaped LMA Evolution Curve™ (airway tube) facilitates insertion success.



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1. "Teleflex Medical" owns all the rights title and interest in the patents, trademarks, trade names, inventions, copyrights, know how, trade secrets and any other intellectual property of LMA Proseal, the original LMA invented and designed by Dr. Archie Brain, which fall under Supraglottic Airway Device category to help in all areas of oral anaesthesia and providing ventilation requiring respiration. LMA Proseal is available in extensive range of sizes starting from smallest available i.e. Size 1 with built-in drain tube designed to channel fluid away and permit gastric access. The following are the details of the /product:
 - A laryngeal-mask airway reusable device including provision for drainage of the oesophagus comprises an inflatable main-cuff and a backplate having a laryngeal-side and a pharyngeal-side
 - During the slow increase of pressure this LMA withstands an oesophageal pressure up to a median of 58cm H (2) O
 - The backplate also has an external tube-joint adjacent to the proximal region of the main-cuff. The backplate is hermetically bonded to the periphery of the main-cuff establishing separation between a laryngeal-chamber region and a pharyngeal region.
 - A distally open evacuation tube includes a distal portion which longitudinally traverses (crosses) the interior of the distal region of the main-cuff in sealed relation therewith for operative engagement and communication with the inlet of the oesophagus.
 - The evacuation tube traverses the laryngeal-chamber region generally adjacent to the laryngeal-side of the backplate and passages through a proximally located tube-joint to the pharyngeal region.
 - An airway tube also extends into the tube-joint for communication with an airway port to provide a flowpath between the airway tube and laryngeal-chamber region.



Aoife Shaughnessy
Regulatory Affairs Specialist



सत्यमेव जयते

INDIA NON JUDICIAL

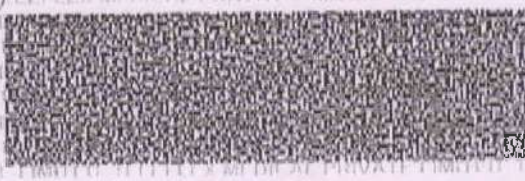
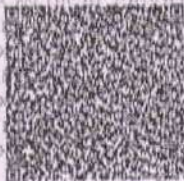
Government of Karnataka

e-Stamp

Certificate No. : IN-KA089907759394038
 Certificate Issued Date : 31-Dec-2020 03:08 PM
 Account Reference : NONAOC (FI)/ kacrafl08/ VASANTHANAGAR/ KA-BA
 Unique Doc. Reference : SUBIN-KAKACRSFLO803448189010868S
 Purchased by : TELEFLEX MEDICAL PRIVATE LIMITED
 Description of Document : Article 12 Bond
 Description : DISTRIBUTION AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : TELEFLEX MEDICAL PRIVATE LIMITED
 Second Party : SWAGATH INTERNATIONAL
 Stamp Duty Paid By : TELEFLEX MEDICAL PRIVATE LIMITED
 Stamp Duty Amount (Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

For Sri Marayana Multipurpose Co. or. Society Ltd. Authorized Signatory



Please write or type below this line

DISTRIBUTION AGREEMENT

This Distribution Agreement (hereinafter referred to as the "Agreement") is made and entered into on this the 28th December 2020 ("Effective Date") at Bangalore by and between:

TELEFLEX MEDICAL PRIVATE LIMITED, a private limited company incorporated under the Companies Act 1956, having its registered office at Building Embassy Vogue 1st Floor, Palace Road Ward No-78, Bangalore, Karnataka-560052, India ("Teleflex"), of the first part, M/s **SWAGATH INTERNATIONAL**, having its principal office and place of business at H.No: 6-1-103/10, Ground Floor, Abhinava Nagar, Padmarao Nagar, Secunderabad-500025, Telangana. ("Distributor") of the other part, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, hereby recite and agree as follows:

Teleflex Standard Distribution Agreement India (N)
Rev. May 2018

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.stockstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Handwritten signature

1. Recitals

1.1 Teleflex designs, sells and manufactures various disposable and reusable medical products throughout the world, including those identified in Schedule 1 hereto, which may be added to or deleted from in the sole discretion of Teleflex (as described on Schedule 1, the "Products").

1.2 Distributor is a well-established distributor of goods in the Territory (as defined below), with adequate structure to distribute the Products, and desires the right to purchase, promote the sale of, and sell the Products according to the terms and conditions hereof.

2. Supplement to Agreement

2.1 Performance hereunder will be supplemented by the following as may be published, distributed, adopted and amended by Teleflex from time to time:

(a) Teleflex's general terms and conditions of sale, which includes Teleflex's warranty statement and limitations (the "General Terms and Conditions of Sale"), the current version of which is attached hereto as Schedule 2. Distributor shall fulfill the obligations as Distributor under the General Terms and Conditions of Sale; and

(b) Teleflex's sales, advertising and promotional programs, policies, catalogues, bulletins, audiovisual materials, films and literature (the "Sales Programs").

2.2 For the avoidance of doubt, the General Terms and Conditions of Sale and the Sales Programs shall form an integral part of this Agreement, provided, however, that the terms of this Agreement shall take precedence over and control in the event of any inconsistency between the terms of this Agreement and the General Terms and Conditions of Sale.

3. Appointment of Distributor

3.1 Subject to the terms and conditions hereinafter set forth, Teleflex hereby appoints Distributor as the distributor of the Products to third party customers in the Territory (defined herein) and Distributor hereby accepts such appointment. Additional terms of the appointment are set forth in Schedule 1. Distributor shall only purchase the Products

from Teleflex. Distributor's appointment hereunder shall not be interpreted in any way to prevent Teleflex from selling the Products directly to any customers in the Territory. Unless Distributor is appointed as an exclusive Distributor for Teleflex (as set forth in Schedule 1), Teleflex shall have the right to appoint other representatives, agents or distributors to sell its Products within the Territory during the Term of this Agreement.

4. Territory

4.1 The territory of Distributor's appointment is the geographic area(s) described in Schedule 1 hereto (the "Territory").

4.2 Teleflex may at any time and for any reason amend or make exceptions within the Territory upon 90 days advanced notice to Distributor.

5. Distributor's Responsibilities

In addition to its other obligations hereunder, the following shall also form part of the obligations of Distributor:

5.1 Distributor shall (i) use its best efforts to actively promote the sale of and develop markets for the Products within the Territory and to attain the sales quota established annually for the Territory by mutual agreement of Distributor and Teleflex (the present quota is set forth on Schedule 1 hereto); (ii) (ii) maintain Teleflex's trademark(s) on the Products and not place any other trademark upon the Products; (iii) adhere to the General Terms and Conditions of Sale and (iv) fulfill the Authorized Distributor Obligations set forth on Schedule 3 attached hereto and incorporated herein by reference and (v) fulfill the obligations as Distributor (Client) set forth in Attachment A-3 attached hereto and incorporated herein by reference.

5.2 Teleflex has apprised Distributor of the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §78 dd et seq. ("FCPA") and the UK Bribery Act ("UKBA"). Both the FCPA and UKBA make it illegal to give, offer or agree to offer anything of value to any government official, political party or official thereof, or candidate for governmental office in order to obtain, retain or direct business to any business enterprise or person. Teleflex has reviewed with Distributor the purposes of the FCPA and UKBA, the prohibited transactions and the



1A

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- To the extent that there are any changes to the above-listed statements, Distributor shall immediately notify Teleflex.

Teleflex may terminate all sales to Distributor in the event of a violation of the representations, warranties and covenants contained herein.

Report suspected violations of anti-bribery and trade control laws or the APACMed Code at www.TeleflexEthicsLine.com

Name: Sudhikiranjan Padhy

Title: Proprietor

Company: SWAGATH INTERNATIONAL

Address: # 6-1-103/10, Ground Floor,
Abhinava Nagar, Padmarao Nagar,
Secunderabad-500-025.

☎: 040-27500622, 9032028573
GSTIN: 36AJCPP3011B1ZX

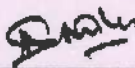
Signature, Date & Company stamp



Teleflex Third Party Integrity Code ("Code") Acknowledgement

I certify, as a Distributor of Teleflex Incorporated that:

- I have received the Code;
- I have read the Code and understand it;
- I will comply with the Code; and
- I will report violations or possible violations of the Code.

Signature of Distributor: 

Typed or Printed Name: Sankaranjan Padhy

Title or Position: Proprietor

Name of the Company: SWAGATH INTERNATIONAL

Business Address: # 6-1-103/10, Ground Floor,
Abhinava Nagar, Padmarao Nagar,
Secunderabad-500 025.

Date: _____

☎: 040-27500622, 9032028573
GSTIN: 36AJCPP3011B1ZX

Note: Please complete and return this page to your Teleflex representative for retention.



Teleflex Third Party Integrity Code

Version 1 (Effective Date-31st July 2019)

**ADDENDUM NO. 1 TO THE DISTRIBUTION AGREEMENT
DATED 28TH DECEMBER 2020**

This Addendum No. 1 (hereinafter referred to as the "Addendum") is made on this the 29th July 2021 (the "**Effective Date**") at Bangalore to the Distribution Agreement dated 28th December 2020 (the "**Agreement**") entered into between:

TELEFLEX MEDICAL PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, with its registered office at Smartworks Coworking Space, Golden Millenium, 1st Floor 69/3, 44 Millers Rd, Vasanth Nagar, Bengaluru, Karnataka - 560052, India (hereinafter referred to as the "**Teleflex**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the **FIRST PART**;

AND

SWAGATH INTERNATIONAL, having its registered office at H.No: 6-1-103/10, Ground Floor, Abhinava Nagar, Padmarao Nagar, Secunderabad-500025, Telangana (hereinafter referred to as "**Distributor**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**

Teleflex and Distributor are hereinafter also referred to individually as "Party" and collectively as "Parties", as the context may require.

WHEREAS

- A. The Parties have entered into the Distribution Agreement dated 28th December 2020 for sale and distribution of certain products in the Territory, as enumerated in Schedule 1 to the Agreement.
- B. Teleflex is desirous of further amending the Agreement by updating the Schedule 1 to the Agreement which the Distributor agrees to comply with;
- C. Pursuant to the discussions between the Parties, the Parties have agreed to execute this Addendum.

Now, therefore, intending to be legally bound, the Parties agree as follows:

- 1. The Parties agree that the terms of this Addendum are intended to be supplemental to the terms of the Agreement. The terms of the Agreement remain in full force and effect and shall apply to the Addendum as well. To the extent the Agreement is explicitly amended by this Addendum, the terms of the Addendum will prevail, where the terms of the Agreement are contrary to or conflict with the provisions of this Addendum.
- 2. The Agreement is hereby amended as follows:
 - 2.1 The Territory mentioned in the Schedule shall be extended to "**Andhra Pradesh**" for "**Anesthesia and Emergency Medicine (excluding LMA ProSeal & Fastrach)**" range of products



3. This Addendum shall be construed and interpreted pursuant to the laws stipulated in the Agreement. All disputes arising out of or in connection with this Addendum shall be finally settled as stipulated in the Agreement.

By signing below, each Party acknowledges its acceptance of the above-described changes that are to be effective from the Effective Date and that will become an integral part of the Agreement. Further, each Party warrants that it has the authority to enter into this Addendum.

SIGNED BY:

Signed and Delivered by the within named Teleflex Medical Private Limited	Signed and Delivered by the within named Swagath International
	 Proprietor
Name: Manish Bhugra Designation: Finance Director	Name: <i>Sudhiranjam Padhy</i> Designation: <i>Proprietor.</i>



LMA Proseal

S.No	Description of Item	Quantity
1	LMA Proseal Size 1	2 No.
2.	LMA Proseal Size 1.5	2 No.
3.	LMA Proseal Size 2	2 No.
4.	LMA Proseal Size 2.5	2 No.
5.	LMA Proseal Size 3	2 No.
6.	LMA Proseal Size 4	2 No.
7.	LMA Proseal Size 5	2 No.