

# **Mahatma Gandhi Institute of Medical Sciences**

Sevagram, Wardha 442102, Maharashtra, India



## **TENDER ENQUIRY DOCUMENT**

Advertised Tender Enquiry No.: **eTender/2026-27/CPS/004**

Brief Description of Goods: **Annual rate contract for Supply of Liquid Medical Oxygen**

**SECTION - I**

**Mahatma Gandhi Institute of Medical Sciences**

Sevagram, Wardha 442102, Maharashtra, India

**NOTICE INVITING TENDERS (NIT)**

Advertised Tender Enquiry No: **eTender/2026-27/CPS/004** On behalf of **Dean, Mahatma Gandhi Institute of Medical Sciences, Sevagram** online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods:

<b>S. No.</b>	<b>Brief Description of Goods</b>	<b>Quantity</b>	<b>Amount of Bid Security / EMD (in INR or equivalent amount in foreign currency)</b>
1.	Annual rate contract for supply of Liquid Medical Oxygen	As per Section IV	Rs.1,25,000/-

**CRITICAL DATE SHEET**

Published Date & Time	13 May 2026 05:00 PM
Bid Document Download/Sale Start Date	13 May 2026 05:00 PM
Seek Clarification Start Date	13 May 2026 05:00 PM
Seek Clarification End Date	23 May 2026 05:00 PM
Pre Bid Meeting Date	Not Applicable
Pre Bid Meeting Venue	Not Applicable
Bid Submission Start Date & Time	13 May 2026 05:00 PM
Bid Submission End Date & Time	03 June 2026 05.00 PM
Bid Opening Date & Time	05 June 2026 10.00 AM

## SECTION - II

### INSTRUCTIONS

1. All the bids will only be accepted online at CPPP website: <https://eprocure.gov.in/eprocure/app>
2. The Tender Enquiry Document can be downloaded directly from the websites <https://eprocure.gov.in/eprocure/app> by the bidders. They should not tamper/modify any terms including downloaded Price Bid template in any manner for any reason. In case it is noticed that tempering/ modification of any kind was carried out, Tender/Bid or quotation will be rejected and EMD would be forfeited.
3. The complete bidding process is online. Bidders should possess a valid Digital Signature Certificate (DSC) of class III category for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/ modifications in the Tender Enquiry Document and any corrigendum or extension, till final closing date of submission of bid.
5. The EMD/Bid Security shall be deposited through RTGS/NEFT (bank details mentioned below). The evidence of the transfer of the Earnest Money/Bid Security must be uploaded along with Technical bid.
6. If you are registered firm under Micro, Small Enterprises (MSEs and exempted from paying Earnest Money Deposit (EMD) fee, please submit necessary documents supporting the same. After proper verification, payment of EMD fees may be exempted.
7. EMD fees is returned back to all unsuccessful bidders once the evaluation is completed and the contract is signed by the successful bidder(s).
8. Technical bid and Price bid should be uploaded separately
9. The technical bid must contain the following (duly attested) along with Check List:
  - a. Detailed technical specifications of equipment quoted (Catalogue / illustrated literature), along with a document showing compliance with our given Technical Specifications (i.e. Compliance chart) and country of origin of the equipment.
  - b. Authorized dealer certificate (Current year's) from the Principal of manufacturing company for supply and service along with ISO Certification (ISO 9001 & ISO 13485)
  - c. List of users/ institutional installations / Govt. supply orders / reputed private hospitals within India and copy of Manufacturing License from the manufacturer.
  - d. Copy of acknowledgement in support of uploading of Income Tax returns of last three years
  - e. GST Registration Certificate and copy of PAN card, TAN card
  - f. Provide details of Bank Account which is linked with PAN – Aadhaar and updated validation for remittance.
  - g. Copy of Registration with existence of company if you are registered as Micro, Small Enterprises (MSEs), please submit a copy of the Registration Certificate.
  - h. EMD receipt
  - i. Copy of drug license for supply of Medical Gas.
  - j. Proof of primary manufacture of liquid Medical Oxygen (LMO) through Air

Liquefaction process.

- k. Proof of testing process as per Indian Pharmacopeia IP-2014.
- l. Supplier should be supplying to minimum 5 Government Hospitals in India & valid documents from any one of them to be produced.
- m. Experience Certificate – Supplier should have an experience of minimum 10 year with their own, manufacture, maintenance & transport of liquid medical oxygen (necessary document must be furnished).
- n. Duly filled format of Technical Bid as per Annexure – II.
- o. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- p. Financial Status: - Bidder must have an average annual turnover of Rs. 30 Crore during the last 3 financial years (Documentary proof like financial statement /Balance sheet from Chartered Accountant/ equivalent statutory authority to be submitted).
- q. All other document mentioned in tender document.

10. For equipment to be imported in the name of Kasturba Health Society

- a. The prices should be quoted in INR (CIF value at Sevagram) equivalent to foreign currency.
- b. Attach separate file mentioning the price in foreign currency and exchange rate such as in USD or EURO if payment of CIF value is expected to L1 remittance to Manufacturer subject to clause 11(f) considered in financial bid along with BOQ.
- c. Delivery, installation and commissioning at Sevagram.
- d. Custom duty will be borne by the Institute and hence be quoted separately
- e. Clearance and local transport arrival, installation, commissioning to be borne by the supplier.
- f. Note:
  - i. FOR INR prices- component excise duty, GST, transportation, insurance and commission will be included in INR price.
  - ii. MGIMS has a DSIR Certificate for Custom Duty concession and excise duty exemption where equipment is required for Research in Medical Education and related field.
  - iii. For ease of computation you may furnish the import duty structure of your equipment and classification HSN code number of custom tariff. Import License and IEC code should also be submitted.
  - iv. Kindly quote the prices strictly as per the scope of the supply written in the tender without offering your special features and accessories prices or with rider of special condition.
  - v. Performance Bank Guarantee @5% of the total cost of equipment/system (including Levis and taxes) covering the Warranty & CMC period
  - vi. **Penalty clause for supply of material:**  
*Failure to supply the material within the stipulated period shall entitle Procuring Entity for the imposition of penalty without assigning any reasons @ 0.5% (half percent) of the total value of the item covered in order as penalty per day subject to a maximum of 10% (Ten percent) unless extension is obtained in writing from the office of buyer on valid ground before expiry of delivery period.*

**11. Payment terms:**

- a. For INR quote: Payment will be on monthly basis collectively
- b. No advances are given with Purchase Order (PO).

**12. Delivery period:**

- a. The delivery of Liquid Medical Oxygen shall be done in the licensed LMO Storage tanks in the premise of MGIMS, KHS, and Sevagram in 4-5 hours from after giving telephonic instruction by Competent Authority of MGIMS, KHS. Billing will be as per the annual rate contract order
- b. The tenderers must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at MGIMS, KHS.
- c. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of MGIMS, KHS.

**13. Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

**14. Technical Evaluation:**

- a. Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- b. MGIMS, KHS shall have right to accept or reject any or all tenders without assigning any reasons thereof.

**15. Financial Evaluation:**

- a. The financial bid shall be opened of only those bidders who have been found to be technically eligible.
- b. If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. After due evaluation of the bid(s) MGIMS, KHS, Sevagram will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.
- e. Bidder must quote the financial bid as specified in BOQ.

**16.** In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**17. Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within Twenty-one (21) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

18. **Performance Security:** - The Successful Contractor will be required to furnish an amount @ 3% of Total Annual Contract Value (inclusive of GST) as a performance security in the form of Receipt of Bank Guarantee/ Fixed Deposit from any Nationalized Bank duly pledged in the name of the "Kasturba Health Society" payable at Sevagram/Wardha within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.
19. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.
20. In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited.
21. Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.
22. **Payment clause:** - The bill in triplicate may be sent to this office for settlement after satisfactory completion of work. The bill should have full particulars of the items(s) and submitted on monthly basis.
23. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.
24. **Inspection:-**
  - a. MGIMS, KHS, Sevagram shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
  - b. MGIMS, KHS, Sevagram right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by MGIMS, KHS, Sevagram prior to the goods shipment.
  - c. The Dean, MGIMS, KHS, Sevagram shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
  - d. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
25. **Service and Guarantee conditions:**
  - a. On case to case basis Performance Bank Guarantee may be sought.
  - b. Mention about the facility for training of personnel safety and quality standards.
26. **Dean, MGIMS reserves the right to reject all or any tender without assigning any reason.**
27. **Dean MGIMS reserve right to amend/modify/relax any clauses mentioned in NIT**
28. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such

requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

29. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of MGIMS, KHS, Sevagram, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
30. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by MGIMS, KHS, Sevagram in that event the security deposit shall also stands forfeited.
31. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified MGIMS, KHS, Sevagram shall have the power to terminate the contract without any prior notice.
32. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.
33. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.
34. **Fall clause:** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform MGIMS,KHS, Sevagram immediately about such reduction in the contracted prices. The MGIMS, KHS, Sevagram is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the MGIMS, KHS, Sevagram on account of the increase in Taxes.
35. **Legal Jurisdiction:** - The agreement shall be deemed to have been concluded in Wardha, Maharashtra and all obligations hereunder shall be deemed to be located at Wardha, Maharashtra and Court within Wardha, Maharashtra will have Jurisdiction to the exclusion of other courts.
36. **Right to call upon information regarding status of work:** The MGIMS, KHS, Sevagram will have the right to call upon information regarding status of work / job at any point of time.
37. Bidder shall upload a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
38. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without

assigning any reasons and no communication in this regard shall be made.

39. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
40. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
41. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
42. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
43. Conditional bid will be treated as unresponsive and it may be rejected.
44. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
45. The bidder, once applied, will not be allowed to withdraw at any stage. If the bidder wants to withdraw, the entire amount of EMD will be forfeited.
46. The Tenderers should furnish a copy of PAN Card and GSTIN Registration Number. Tenders not complying with this condition will be rejected.
47. Please state whether business dealings with your firm presently stand banned, Blacklisted by any Government organization and, if so, furnish relevant details (Refer Section VI).
48. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
49. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to MGIMS, KHS, and Sevagram.
50. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

**51. Applicable Law:**

- a. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- b. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Wardha, Maharashtra, India only.
- c. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Wardha. The decision of the Arbitrator shall be final and binding on both the parties.
- d. Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

**52. Payment terms:**

- a. For INR quote: Payment will be made at negotiated price on successful installation and commissioning of the equipment supplied.
- b. Option for directly import from Principle / OEM
- c. Payment of CIF value will be made for directly to principle through Bank LC when

import from Principle / OEM. In this case a Letter of Credit (LC) in US Dollar or Euro which shall be redeemable in exchange of Bill.

- d. CIF Sevagram
- e. For imported items, payment through irrevocable and confirmed Letter of Credit (LC) redeemable at sight which will be payable after satisfactory installation and commissioning of the system

53. **Delivery period:** Daily within 4-5 hours after giving telephonic instruction. Billing will be as per the annual rate contract order

54. Cost of local transportation, installation to be borne by and on-site training to be provided by the bidder.

55. Other Services Terms & Conditions

- a. Mention about the nearest facility/office from where supply will be provided.
- b. Mention about the facility for training to be provided to Concerned faculty & Technicians.

**56. We are not demanding any payment other than EMD fees to be deposited along with bid in the specified bank Account only as mentioned in the tender enquiry document. If you receive any communications, transmitting different payment, instructions or requesting or requiring alternate payment, arrangements do not respond to such communications.**

57. **Dean, MGIMS reserves the right to reject all or any tender without assigning any reason.**

**Account Details of depositing EMD**

Name of the Account - Kasturba Health Society  
Name of the Bank - Axis Bank Ltd., Wardha  
Bank Address - Indira Market Road, Wardha 442001  
Account Number - 917010025302943  
IFSC Code - UTIB0000808  
Branch Code - 808  
Swift Code - AXISINBB048  
MICR Code - 442211002

**SECTION - III**

**LIST OF REQUIREMENTS**

S. No.	Name of Equipment	Consignee	Quantity (No.)
1	Annual rate contract for Supply of Liquid medical Oxygen	Central Purchase Section, MGIMS	As per Section IV

## SECTION - IV

### TECHNICAL SPECIFICATION AND GENERAL POINTS

#### Details: LMO Tank Capacity & Consumption

S/No	Name of Gas	Capacity	Consumption/Yearly
1	Liquid Medical Oxygen	20KL	900000(Cubic Meter)

#### Special Terms & Condition

1. The vendor should have drug license for supply of Medical Gas.
2. Guarantee Certificate: - The gases supplied against this order shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 24 months from the date of receipt of stores at MGIMS, KHS, Sevagram. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.
3. Random sampling will be done at the Institute and pilferage or less quantity will be recovered at panel rate i.e. double the supply rate.
4. The quantity of gases can be increase or decrease, as per requirement of this office.
5. The material should be supplied to the manifold room/ Liquid Oxygen Tank, MGIMS, KHS, Sevagram.
6. The firm quoting for tender should primary manufacturer or authorized dealer of Liquid Medical Oxygen (LMO) through Air Liquefaction process.
7. Firm quoting for LMO should have a valid drug license & should be following testing process as per Indian Pharmacopeia IP — 2014.
8. Minimum 40% of stock level to be maintained in the installed capacity to avoid emergency situation. If in case of any emergency breakdown Occurred in Liquid Medical Oxygen tank bidder has to supply sufficient quantities of the Oxygen cylinder at various location of oxygen manifold room of the Hospital for smooth functioning and uninterrupted supply of Oxygen for patient care.
9. Free transportation, installation and on-site training to be provided by the bidder.
10. Continuous monitoring of Vehicle movement. For rescheduling filling in case of any mechanical failure of vehicle.
11. There should be provision of monitoring daily consumption Bidder should have two separate plant (where Medical grade oxygen is manufactured directly from air) 60 Km from MGIMS for ready service and Maintaining supply during crises and shortage of Liquid Medical Oxygen.
12. Reference temperature for oxygen gas shall be 27°C.
13. Mode of measurement 1Kg=0.77M3
14. The supply shall confirm to specified codes (latest edition). Medical Oxygen IP-2014.
15. Should be certified for medical use as per IP 2014.
16. Should not contain less than 99.6% V/V of oxygen.
17. Should not contain more than 5ppm carbon monoxide.
18. Should not contain more than 30ppm carbon dioxide.
19. Should be free of halogen. Should be free of moisture
20. Note: - Provide undertaking each time for compliance & each time LOT is filled.
21. Bidder should be able to provide holding of 400 (7CM & 6 CM) cylinders at MGIMS to maintain the uninterrupted supply.

22. Bidder should provide Medical Ownership documents like bills/ filling permission / Test certificate of 400 cylinders.
23. Bidder should have own vehicle of capacity 15 ton carrying capacity to make supply of Liquid medical oxygen tank should have the capacity 20 KL tank and 400 cylinders as per requirement of the hospital.
24. Vehicle should not be more than 4 years old. Attach photocopy of RC book, Insurance, Fitness, Permit & Tax book of a vehicle along with the technical bid.
25. Dealer should provide the dealership certificate & manufacturer has to take guarantee for supply in favour of dealer throughout the term of tender. Principle manufacturer should have minimum storage of at least 30 KL at their manufacturing site.
26. Dealers submitting dealership certificate license should ensure that principle/ manufacturer should have two manufacturing license for medical oxygen within 60 Kms of MGIMS,
27. If Supplier fails to maintain the quality and quantity of gas, the institution reserves right to break the contract or may penalize as it deems fit.

**SECTION - V**  
CHECKLIST (to be submitted with Technical Bid)

**The vendor should upload following documents (duly attested) with Technical Bid**

(Please give Annexure No. for submitted Documents as mentioned below)

**Name of Company:** \_\_\_\_\_

**Name of Contact Person:** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_ **eMail ID:** \_\_\_\_\_

Sr No	Name of Document	Document Submitted (Yes/No)	Annexure No	Reason for not submitting documents
1	Detailed technical specifications		I	
2	Authorized Distributor Certificate (Current Year's)		II	
3	User List (wherever Equipment / Instruments supplied and installed)		III	
4	Manufacturing Certificate of Manufacturer Company		IV	
5	Last 3 years Tax Assessment and Turn Over Certificates		V	
6	GST Registration Certificate		VI	
7	PAN Card		VII	
8	MSE Registration Certificate (if applicable)		VIII	
9	ISO Certification (ISO 9001 & ISO 13485)		IX	
10	EMD receipt		X	
11	Declaration of the Supplier /Vendor/Contractor		XI	
12	Details of Bank Account which is linked with PAN – Aadhaar and updated validation for remittance.		XII	
13	Sample Sent		XIII	

**Signature with Company Seal**

**SECTION - VI  
DECLARATION**

(Declaration to be inserted by the bidder in the tender enquiry document)

I \_\_\_\_\_ S/o/D/o \_\_\_\_\_ Aged \_\_\_\_\_ years holding  
PAN \_\_\_\_\_ Aadhar \_\_\_\_\_ being (capacity-Proprietor  
/Partner/Director/Authorised representative) of \_\_\_\_\_ (name  
of the Supplier) (Proprietorship/Company/Partnership) \_\_\_\_\_  
\_\_\_\_\_, PAN: \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ do hereby declare that I / We have agreed to all the terms and conditions specified in the above set of Tender Enquiry Document bearing no. \_\_\_\_\_ and further that in case the above named Supplier/ Bidder fails in fulfilling one or more of the conditions or acts in contravention to or in contempt of any of the terms and condition or requirement specified in the above stated Tender Document or those mentioned by MGIMS from time to time or during the tenure that committed for supply installation, commissioning, warrantee and for maintenance of the concerned items shall amount to disqualification of the Supplier/Bidder which shall entailed in debarment of his/their participating in the process of quotation for supply of any equipment/article/valuable quoted or otherwise and further he/they shall be liable to get the EMD or Security deposit in any form forfeited and shall also be liable to a penalty and fine including that specified and further be required disassociate him/them from participating into any tender process notified by Mahatma Gandhi Institute of Medical Sciences, Sevagram (referred to as MGIMS) and to take any step that shall be found appropriate in the sole discretion of Dean, MGIMS against above name. The declarant has explicitly understood and therefore, agreed that the Dean of MGIMS and/or an Authority of Kasturba Health Society (Parent Organisation) shall have an unqualified right/authority to debar the supplier/bidder/declarant or its associate(s) from participating in tenders/quotation if any invited or purchase enquiries floated by and on behalf of MGIMS. The Declarant, further declared that in the event of an action/step that shall be taken by Authority(ies) of MGIMS or/and its parent organization in this respect, the declarant including its authorised person shall not challenge or/and assail any of such action/step/order.

Signature & Seal  
supplier/bidder/declarant

**SECTION VII**  
**Manufacturer Authorization Form**

[ This form must be provided by the OEMs of the solution/product proposed]

No.

Date:

To.

The Dean

Mahatma Gandhi Institute of Medical Sciences,  
Sevagram - 442102 (Wardha Dist.), M.S. India

Dear Sir/Madam,

Ref: Your REF Ref: [\*] dated [\*]

We who are established and reputable manufacturers of (solution/product name) having development facility at (address of facility) do hereby authorize M/S (Name and address of Bidder) to submit a bid and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solutions/Product and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all the following materials, notifications and information pertaining to the solution distributed by the Supplier:

a. Such products as the Purchaser may opt to purchase from the Supplier, provided that this option shall not relieve the Supplier of any warranty obligations under the Contract and

b. in the event of termination of production of such products.

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, design documents, operations manuals, standards, source codes and specification of the Products if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Yours faithfully

(Name) (Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent authority and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

**PRE CONTRACT INTEGRITY PACT**

(This agreement should be digitally signed using Digital Signature Certificate (DSC)) by the bidder and be submitted along with technical bids. After receiving the Award of Contract, copy of the same with or without modifications shall be executed on a Non Judicial Stamp Paper for Rs.500/- (or as shall be applicable) therefore Non Judicial Stamp Paper of Rs.500/- (Rupees Five hundred) should also be submitted on receipt of P.O.

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, on one hand, Kasturba Health Society, acting through The Dean, Kasturba Health Society's Mahatma Gandhi Institute of Medical Sciences, Sevagram - Wardha, Maharashtra / Secretary, Kasturba Health Society a foundation society (hereinafter called the "BUYER/ CONTRACTEE", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer or Authorised Personnel (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER/CONTRACTEE proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the goods for sale.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export/import agency, constituted in accordance with the relevant law Individual / HUF in the matter and the BUYER/CONTRACTEE – Kasturba Health Society is a Society registered under Society Registration Act 1860 and manages the Mahatma Gandhi Institute of Medical Sciences, Sevagram, Wardha Dist.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER/CONTRACTEE to obtain the desired said goods/equipment/contract at a competitive price in conformity with the specified specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER/CONTRACTEE will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER/CONTRACTEE**

- 1.1.** The BUYER/CONTRACTEE undertakes that no official of the BUYER/CONTRACTEE, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2.** The BUYER/CONTRACTEE will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3.** All the officials of the BUYER/CONTRACTEE will report to an appropriate Authority i.e. Secretary, Kasturba Health Society any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER/CONTRACTEE with full and verifiable facts and the same is prima facie found to be correct by the BUYER/CONTRACTEE, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER/CONTRACTEE and such a person shall be debarred from further dealings related to

the contract process. In such a case while an enquiry is being conducted by the BUYER/CONTRACTEE the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER/CONTRACTEE, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER/CONTRACTEE or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER/CONTRACTEE that the BIDDER is the original manufacturer / integrator / authorized Dealer / stockist / authorized government sponsored export entity of the goods (as per document enclosed vide Annexure ..... ) and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER/CONTRACTEE or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or

intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER/CONTRACTEE or their family members, representative / officials, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER/CONTRACTEE as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER/CONTRACTEE, or alternatively, if any relative of an officer of the BUYER/CONTRACTEE has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary

dealings or transactions, directly or indirectly, with any employee of the BUYER/CONTRACTEE.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER/CONTRACTEE through any of the following instruments:
  - (i) Bank Draft or a Pay Order or by RTGS / NEFT towards EMD in favour of Kasturba Health Society, Sevagram
  - (ii) Any other mode or through any other instrument (specified in the RFP).
- 5.2. The Earnest Money/Security Deposit of the successful BIDDER shall be valid upto a period of five year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER/CONTRACTEE, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER/CONTRACTEE to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER/CONTRACTEE to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall

entitle the BUYER/CONTRACTEE to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER/CONTRACTEE and the BUYER/ CONTRACTEE shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER/CONTRACTEE, and in case of an Indian BIDDER with interest thereon at 15% p.a., while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other goods, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash/redeem the advance bank guarantee and performance bond/warranty bond, that furnished by the BIDDER, in order to recover the payments, already made by the BUYER/CONTRACTEE, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER/CONTRACTEE resulting from such cancellation/rescission and the BUYER/CONTRACTEE shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the MGIMS/KHS for a minimum period of five years, which may be further extended at the discretion of the BUYER/CONTRACTEE.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER/CONTRACTEE with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the

BUYER/CONTRACTEE to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER/CONTRACTEE will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER/CONTRACTEE to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

### **7. Fall Clause**

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of India or PSU or Medical Institute and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Department of the Government of India or a PSU or Medical Institute at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER/CONTRACTEE, if the contract has already been concluded.

### **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER/CONTRACTEE or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER/CONTRACTEE i.e. Court of Law of Wardha Jurisdiction or Sevagram (Dist. Wardha), Maharashtra.

### **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that

may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER/CONTRACTEE and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12.** The parties hereby sign this Integrity Pact at Sevagram on \_\_\_\_\_

**BUYER/CONTRACTEE**

Dean  
Mahatma Gandhi Institute of  
Medical Sciences Managed by  
Kasturba Health Society,  
Sevagram Dist. Wardha

**BIDDER**

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

\*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER/CONTRACTEE in regard to involvement of Indian agents of foreign suppliers.