

Mahatma Gandhi Institute of Medical Sciences

Sevagram, Wardha 442102, Maharashtra, India



TENDER ENQUIRY DOCUMENT

Advertised Tender Enquiry No.: **eTender/2026-27/CPS/005**

Brief Description of Goods: **Annual Rate Contract for Oxygen and Other Gases Refilling (Gas Cylinder Type, Capacity) and Maintenance & Testing of Medical Gases for Oxygen Gas Plant**

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/005** 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:

S. No.	Brief Description of Goods	Quantity	Amount of Bid Security / EMD (in INR or equivalent amount in foreign currency)
1.	Annual Rate Contract for Oxygen and Other Gases Refilling (Gas Cylinder Type, Capacity) and Maintenance & Testing of Medical Gases for Oxygen Gas Plant	As per Section IV	Rs.1,00,000/-

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. Make in India Model

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 payment at any stage of supply and installation
- c. Option for directly import from Principle / OEM

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

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

14. **Service and Warranty conditions:**

- a. Performance Security deposit will be sought as mentioned above.
- b. Mention about the facility for training of personnel safety and quality standards.

15. 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.

16. 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.

17. 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 Oxygen and Other Gases Refilling (Gas Cylinder Type, Capacity) and Maintenance & Testing of Medical Gases for Oxygen Gas Plant	Central Purchase Section, MGIMS	As per Section IV

SECTION - IV

TECHNICAL SPECIFICATION AND GENERAL POINTS

Annual Rate Contract for Oxygen and Other Gases Refilling (Gas Cylinder Type, Capacity) and Maintenance & Testing of Medical Gases for Oxygen Gas Plant

Details: Cylinder Type, Capacity & Consumption

S/No	Name of Gas	Capacity	Consumption/month
1	Medical grade Oxygen	7 Cubic. Mt.	150 (6 & 7CM)
		6 Cubic. Mt.	
		2 Cubic. Mt.	150 (1.5 & 2 CM)
		1.5 Cubic. Mt.	
		1 Cubic. Mt. (Trolley Cylinder)	
2	Nitrous Oxide	17 Cubic. Mt	@ 2 / month
		15 Cubic. Mt	
		7 Cubic. Mt	
		3.5 Cubic. Mt	
		1.75 Cubic. Mt	
		1.5 Cubic. Mt	
		1 Cubic. Mt	
3	Carbon Dioxide	30 Kg	@ 1 / month
		25 Kg	
		20 Kg	
		6 Kg	
		4 Kg	
4	Nitrogen	7 Cubic. Mt.	@ 1 / month
		6 Cubic. Mt.	
5	Hydrogen	7 Cubic. Mt.	@ 1 / Year
		2 Cubic. Mt.	
6	Medical Air	7 Cubic. Mt.	@ 1 / month
7	Oxygen & other Gas Cylinder Testing	Per Cylinder	As and when required
8	Oxygen & Other Gas Cylinder Valve Replacement	Cylinder Valve (Per Cylinder)	
		Spindle (Per Cylinder)	
9	Oxygen & Other Gas Cylinder Painting after Testing	Per Cylinder	

Specific Terms & Condition

- Bidder should have two separate plant (where Medical grade oxygen is manufactured directly from air) 60 Km from MGIMS for ready service.
- Bidder should be able to provide holding of 500 (7CM & 6 CM) cylinders at MGIMS to maintain the uninterrupted supply.
- Bidder should provide Medical Ownership documents like bills/ filling permission / Test certificate of 500 cylinders.
- Bidder should have own vehicle of capacity 9 ton carrying capacity to make supply of 150 cylinders daily. Vehicle should not be more than 4 years old. Attach photocopy of RC book, Insurance, Fitness, Permit & Tax book along with the technical bid.
- Dealer should provide the dealership certificate & manufacturer has to take guarantee for supply in favour of dealer throughout the term of tender.
- Dealers submitting dealership certificate license should ensure that principle/ manufacturer should have two manufacturing license for medical oxygen within 60 Kms of MGIMS

7. 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.
8. Dealer/Bidder should submit the hydrostatic test of medical gas cylinder along with the traceability certificate

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.