



कर्मचारी राज्य बीमा निगम आदर्श अस्पताल
सैक्टर 9ए गुरुग्राम, हरियाणा 122001
ESIC Model Hospital, Sector 9A
Gurgaon, Haryana 122001
ms-gurgaon.hr@esic.nic.in

Phone 0124-2252001 Fax 0124-2255133
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Tender No: 13(2)U/16/55/Med.Store/2019/1

Date:22.5.2019

Notice inviting tender

Sub: Invitation of E- tender for procurement of Medical Gases for ESIC Model Hospital Gurugram.

Medical Superintendent, ESIC Model Hospital, Sector 9 A, Gurugram, intends to purchase below mentioned equipment/Services as per the specification enclosed. The details of tender are as under-

Tender for Medical Gases:

S. N	Name of Items	Quantity Required	Last date of applying online tender	Cost of earnest Money	Date of opening tender	Turn Over
1	Liquid Medical Oxygen (Including Liquid medical oxygen Tank) and Compressed Gases Like Oxygen, Nitrous Oxide, Nitrogen and Carbon Di- Oxide	As per requirement	12.6.2019 up to 1.00 pm	Rs-60000/- (Sixty thousand only)	Date 13.6.2019 at 2.30 pm	12 Lacs

1. The interested tenderers should upload duly filled tender form and their bids along with the readable scanned copies of all the relevant certificates, documents and EMD etc. in support of their technical & price bids, all duly signed, on <https://eprocure.gov.in/eprocure/app>.
2. A complete set of signed and stamped hard copies of all pages of tender documents and documents as per the check list also along with EMD must be submitted latest by 12.6.2019 up to 01.00 pm. in the tender box kept in MS Office ESIC Model Hospital, Gurugram.
3. The rates for each and every item shall be quoted in figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
4. Bidder has to deposit the Earnest Money Deposit (EMD) in the form of demand draft drawn in favor of "ESIC Fund A/C No.-2" Payable at Gurugram. Application received without Earnest Money Deposit (EMD) will be rejected. The technical bid will be opened online on 13.6.2019 at 2.30 pm.

5. Bidders has to submit Tender Document Fee is 590/- in the form of Demand Draft in favor of “ESI Fund A/C. No – 2”, Payable at Gurugram. Tender document is also available for viewing on the tenders” link of the website of Employee’s State corporation i.e. <http://www.esic.nic.in>, www.esichospitals.gov.in , <https://eprocure.gov.in/eprocure/app>.
6. Tender document is also available for viewing on the “Tenders” link of the website of Employee’s State Corporation i.e. <http://www.esic.nic.in>, www.esichospitals.gov.in , <https://eprocure.gov.in/eprocure/app>.
7. Any corrigendum to this tender will be notified through the aforesaid websites only.
8. Application to this tender will be accepted only through the online mode through <https://eprocure.gov.in/eprocure/app>. No other mode of application will be considered & application will not be accepted.
9. Incomplete documents uploading will result in rejection of the tender.
10. Selection of the successful bidder will be at the sole discretion of the Medical Superintendent ESIC Model Hospital Gurugram, who reserves the right to accept or reject any or all the proposals without assigning any reasons thereof.

Important Instructions for Bidders regarding E-Submission of Bid

Bidders/Contractors are advised to follow the instructions provided in the 'Tender document for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 200 dpi with black and white option to keep in check the legibility and the size of the scanned document.



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General Terms and Conditions

Period for submission of E- tender form	From 22.5.2019 to 12.6.2019 up to 1.00 pm
Last date & time of submission of e- tender	12.6.2019 up to 1.00 pm
Date & time of opening of e- tender	13.6.2019 at 2.30 pm
Bid security/ Earnest money to be dropped in tender box	Mentioned against the requirement
Approx. Value of tender	30 Lacs
Date and time of Pre Bid Meeting	4.6.2019 at 11:00 am

From: THE MEDICAL SUPERINTENDENT
ESIC MODEL HOSPITAL, GURUGRAM.

GENERAL INSTRUCTION:

1. Tenderer are requested to upload requisite information / documents as per the tender documents which comprises of :-
 - a. General tender terms & conditions
 - b. Special terms & conditions
 - c. Technical bid consisting of Details of the firm/ vendor and Check list
 - d. Financial Bid (as per format at Annexure D)
 - e. Integrity pact (as per format at Annexure E)
2. All the pages of the submitted tender are to be numbered and mention the page number of documents submitted, in the check list column.
3. Tenderer are requested that, before quoting their rates or uploading tender, the tender form may please be read thoroughly (line by line) , otherwise purchaser will not be held responsible for any error / oversight of the tenderer and likely rejection of bid.
4. **Earnest Money:** The tenderer shall have to deposit Earnest Money as mentioned against the tender items, failing which the tender is liable to be rejected.
 - a. The earnest money is to be paid by Demand Draft drawn in favor of ESIC FUND A/C No.-2, payable at Gurugram. NO CHEQUES WILL BE ACCEPTED.
 - b. In the event of the withdrawal / revocation of tender before the date specified for acceptance, the Earnest Money shall stand forfeited.
 - c. The Earnest Money will however be returned without interest to the tenderer, whose tender is not accepted.

- d. Earnest Money Demand draft must be delivered in original so as to reach on or before the closing date and time in sealed cover to 'The Medical Superintendent', ESIC Model Hospital Gurugram-122001. The following words should be written in block letters "**Procurement of medical gases for ESIC Hospital Gurugram**" along with "**Tender number --- /2019**" on top of the envelope failing which the tender will be rejected.
5. All payments shall be made by Demand Draft drawn in favour of ESIC FUND A/C No.2, payable at Gurugram. Cheques / cash will not be accepted.
 6. Bidders are requested to submit online bid for medical gases latest by 12.6.2019 up to 01:00pm in the form of e- bid under Two Bid systems-(Technical Bid & Price Bid). Technical Bid should consist of details of firms and all document, certificates etc. mentioned in the check list and Price Bid should be filled as per format at Annexure D indicating the price of the item mentioned in technical bid. The same should be addressed to the M.S. ESIC Model Hospital Gurugram-122001.
 7. Bidders or their authorized representative may be present if they wish to be at the time of opening of tender in MS Office on 13.6.2019 at 2.30 pm. In case 13.6.2019 is declared a holiday, bids will be opened on next working day at the same time & venue.
 8. Medical Superintendent, ESIC Model Hospital Gurugram-122001, does not pledge himself / herself to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the supply at the rate quoted by you.
 9. Acceptance by the purchaser shall be communicated in due course.
 10. The tenderer shall give full assistance and information as may be required in connection with the supply of medical gases to the Medical Superintendent or any other officer nominated by him/ her to inspect the premises of the tenderer at all reasonable times.
 11. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
 12. Individuals signing tender or other documents connected with the contract must specify:
 - a. Whether signing as a 'Sole proprietor' of the firm or his Attorney?
 - b. Whether signing as a 'Registered Active Partner' of the firm or his Attorney?
 - c. In the case of companies and firms registered under the Indian partnership act, the capacity in Which signing e.g. Secretary , manager, and partner etc, on their attorney and produce copy of documents, empowering him to do so, if called upon to do so.
 13. In case the tenderer is not a sole proprietorship, the bid must certify with documentary evidence, the person(s) to be prosecuted in case of major default in provision of services. Partnership deed, memorandum and article of association and details filed with Registrar of Companies are suggested as relevant records.
 14. All tenders shall remain valid for acceptance for a period of 12 months from the date of opening of the tender or for such period as stated in special terms & conditions.
 15. Quotation qualified by any vague and indefinite expression such as "subject to immediate acceptance "Subject to prior sale' etc. will not be considered.
 16. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the supplier must deposit Rs- 150000/- (One Lac Fifty thousand only) as security deposit/ performance security. The hospital authority shall be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies

provided in the contract or available in the law. The security shall be in the form of demand draft payable at Gurugram, in favor of Medical Superintendent ESIC Model Hospital Gurugram.

17. Turnover Clause: The participant manufacturer/supplier should have minimum annual turnover of Rs. 12 Lacs during last three preceding financial years i.e. 2015-2016, 2016-2017 and 2017-2018.

18. Responsibility for executing contract:

- a. The supplier is entirely responsible for the execution of supply order in all respect in accordance with the terms & conditions as specified in the acceptance of tender. If the supplier fails in fulfilling below mentioned terms & conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of the supplier.
- b. Bidder shall not sublet, transfer; assign the contract to any part thereof at any stage of tender without the written permission of the Medical Superintendent. In the event of the bidder contravening the condition tender may be rejected.
- c. Supplier shall not sublet, transfer; assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor/supplier contravening the condition, Medical Superintendent is entitled to place the contract elsewhere on the contractor / supplier account at his risk and contractor / supplier shall be liable for any loss and damage, which the Medical Superintendent, ESIC Model Hospital Gurugram-122001, may sustain in consequence arising out of such replacement of the contract.
- d. In case selected bill is to be raised only in the name as per the tender form.
- e. On due performance and completion of contract in all respect, the security deposit will be returned to the supplier without any interest on presentation of an absolute 'no demand certificate'.

19. Arbitration:- In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to the Arbitrator appointed by the Medical Superintendent. The procedure of Arbitration will be governed by provisions Arbitration Act 1996.

20. The tenderer should submit a valid GST / TIN self attested copies along with the tender paper.

21. Right to accept / reject: - The hospital authority reserves the right to reject any or all tenders without assigning any reason whatsoever. Also, the hospital authority reserves the right to award either part or full contract to any successful agency at its discretion & same will be binding on the tenderer.

22. Only technical bid shall be opened first & shall be referred to Technical Evaluation Committee (TEC). The price bid of only those bidders whose Technical Bid is found acceptable by the Technical Evaluation Committee will be opened by the Purchase Committee for further action.

23. Rates of gases should be quoted as lump sum price, inclusive of the cost of the gases, insurance, packaging, forwarding, loading and unloading as well as charges for installation & commissioning with all the men & material required for the same. No other charges in addition will be payable on any account over & above the lump sum price quoted. Price variation clause will not be acceptable. Taxes as applicable to be submitted as per financial bid.

24. The rates quoted in ambiguous terms such as "freight on actual & exemption eligibility

applicable to the Hospital & shall advise the purchaser & quote accordingly basis” or “packaging/forwarding extra” will render the bid for rejection irrespective of its gradation in r/o lump sum prices quoted. Bidders in their own interest shall ascertain the eligibility of whatsoever concession. GST must be included as per rules. Tender should be typed in words as well as in figures free from erasing & errors in typing. The bidder must attest any erasing/error, otherwise the rates in reference of that particular item shall not be considered. The price written in words shall be given the importance in case of any discrepancy. The covering letter should indicate the list of enclosures.

25. It is compulsory for the tenderer to apply for all items.

26. DELIVERY TERM:

The delivery of Medical gases required to be executed within a period as specified and at the place ESIC Hospital Gurugram-122001.

27. Bidders who have downloaded the tender from ESIC’s web site <http://www.esic.nic.in> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered with / modified in any manner, tender will be completely rejected and EMD shall be forfeited and the bidder is liable to be banned from doing business with ESIC.

MEDICAL SUPERINTENDENT



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Special Terms and Conditions

TERMS AND CONDITINS AND ELIGIBILITY CRITERIA:-

1. The firm should preferably be a manufacturer of medical gases i.e. Medical oxygen IP, nitrous oxide and should have valid manufacturing license issued from the state drug controller as per the provisions of Drug & cosmetic Act 1940 and rules there under (attested copies of the licenses must accompany the tender) firm should ensure an uninterrupted supply of medical gases to the hospital round the clock.
2. The tenderer has to ensure compliance of gas cylinder rules 2016 or amendment/rules made thereafter and timely obtain necessary filling permission from the chief controller of explosives under rule 45 while supplying the cylinders for filling of compressed cryogenic gases, if required.
3. The firm should be a reputed one and should have been a supplier to at least 2 govt. hospitals of Delhi/ NCR for at least a period of 2 years (this has to be supported with a certificate issued by the head of the hospital or any authorized signatory with the supply order).
4. The firm must be a supplier of medical gases i.e. medical oxygen IP, nitrous oxide, CO₂, nitrogen and should have a valid license issued from state drug controller as per the provisions of drugs and cosmetics act 1940 and rules made thereafter. (Attested copies of license must accompany the tender document).
5. The firm should have a valid license for storage, filling and cylinder testing etc. issued by CCE Nagpur/ or any other approved by Govt of India as statutory requirements. (A self attested copy of same is to be enclosed)
6. Firm should have its own fully fledged lab with full time chemist to test each batch and to provide testing reports of last 2 years on demand.
7. The firm should have in-house facility for testing/trace impurities in P.P.M/P.P.B. range for CO, NO, Phosphines, Polymer, SO₂ and argon etc. The facilities should be open to scrutiny by the hospital authorities.
8. Firm should have separate tanks and filling decks in designated separate areas for medical and industrial oxygen to avoid any chance of mix up which may be harmful to the patients. It is therefore essential that they must have separate identified cylinders for medical and industrial oxygen and proper transport facility.
9. The entire cylinder tank should be tested and specified for filling of medical gases by

- CCE. The firm should provide certificate to this effect.
10. Every cylinder/ storage tank should have a ring with all desired details of cylinder and mention of due date for testing.
 11. Firm should have a CCE approved test shop (documentary proof to be attached)
 12. Should have ISO/WHO or equivalent quality certificate/licence for manufacturing of gases.
 13. Should have infrastructure regarding quality control and analytical control for testing of gases as per IP.
 14. It should have safety features and devices as per global safety standard.
 15. To avoid emergency situations adequate stock level to be maintained all the time.
 16. Medical oxygen supplied in cylinders/tank should be filled from liquid medical oxygen directly through liquid pump to avoid contamination.
 17. All cylinders/tank supplied by the firm must strictly meet all regulatory requirements including filling norm as per latest rules.
 18. The rejected supply, if any, should be taken back and replaced by the firm at its own cost within the specified period and without causing any interruption to the hospital services.
 19. Even in the case of emergencies the firms should be able to maintain uninterrupted supply of medical gases as per requirement.
 20. The manufacturer/Supplier shall have to supply the Gas in the cylinders owned and maintained by the firm and also the cylinder owned by the hospital as per requirement round the clock in various patient care areas.
 21. The average minimum requirement is 13-16 bulk cylinders of D type oxygen/day at present, 8-12 cylinders of B type oxygen per month, 1-2 Cylinders of nitrogen/ per month and 3-5 cylinders of nitrous oxide/ month and 2-4 cylinders of CO₂/month, however requirement will increase with the expansion of hospital and supplier should be able to supply the same.
 22. In the case of liquid oxygen tank/vessel capacity up to the 990 Litres tank should be installed for storage of liquid gases. In case of oxygen vessel failure, minimum 20 bulk oxygen cylinders have to be maintained by the firm which should be sufficient as back up for the manifold functioning and this quantity may increase at any time as per the requirement of the hospital. These cylinders should fit into the existing infrastructure in the manifold.
 23. There should be provision of installing bulk D Type Nitrous Oxide Cylinders 04 in number including emergency purpose.
 24. The firm should not demand for security, caution money, rent / maintenance charges, holding or transportation charges, initial installation or uprooting charges or any other charges not mentioned in the price bid for cylinders or Liquid oxygen Vessel.
 25. The tenderer is bound to supply medical gases to be used in the hospital during the validity of tender at the bid rates. If the price of any item is reduced due to any reason during the validity of tender, the firm will intimate the same to the hospital and reduce the rate immediately.
 26. The firm should have a supply depot in Delhi NCR region in order to ensure timely regular supply of medical gases. (Address details of supply depot should be enclosed with technical bid).

27. Firm must give an undertaking to the hospital that they will provide an uninterrupted supply of all gases in time and as per requirement.
28. No cylinders rent / price variation or cylinder holding charges will be given to the firm.
29. Repair /maintenance, testing & painting of the hospital owned cylinders should also be covered and price to be quoted separately at the time of tender only.
30. If any repair/testing/painting is due on hospital cylinders then the firm should inform in advance to the hospital only then the same will be considered.
31. No rental/maintenance charges will be acceptable at any stage for the storage of liquid medical oxygen tank as it will be duty of supplier only.
32. All cylinders should be properly painted as per their respective color code. The cylinder number, name of the company and contents should be clearly indicated on the neck of the cylinder.
33. All the cylinders of Medical Gases should have:
 - a. Valve protection caps
 - b. Valve with nickel plating only
 - c. History card of the cylinder
34. As per Gas cylinder rules 2016 and rules made thereafter as amended from time to time, the firm should give an undertaking that they are legally bound to supply the items which have been quoted in the tender as per the latest rule laid by the Governing authority failing which they will be liable to action as deemed fit.
35. Quotation Rates:-1) The rates at which the cylinders/tank will be delivered in the hospital must be quoted both in the words and figures per cylinders of A, B, D(Bulk),A type or any other type mentioning the volume/ pressure range of gas to be contained in each of the cylinder. The rates should show separately, the cost of gas for each type of cylinder and liquid Oxygen as detailed in price bid with taxes extra.
36. Rates for liquid medical oxygen must be quoted in Rs./Kg. as the quantity supplied for liquid oxygen will be as per pressure gauge of the vessel. Conversion table should be provided with each bill for the quantity supplied.
37. Bidders must quote price for liquid medical oxygen and One Time Expenditure involved for initial commissioning of Liquid Medical Oxygen tank separately.
38. The firm should install Liquid Medical Oxygen (LMO) Tank / vessels and connect to the manifold pipeline at no extra installation and uprooting charges.
39. The installation of LMO vessel will be done on turnkey basis including requisite license and it should be procured by supplier on behalf of Medical Superintendent as per applicable Rules.
40. **MODE OF MEASUREMENT:**

Liquid oxygen will only be received after weighing the tanker before supply at mutually consented Dharam kanta (Nearest to the hospital) along with the receipt. The tanker will be sent again to the same Dharam kanta on the same day for weighing after refilling the tank in the hospital in the campus installed by the supplier and net volume of the liquid medical oxygen supplied to hospital

shall be determined on the production of both receipt (verified by the Hospital Authorized personnel) by subtracting the weight after filling the vessel from the weight before supply on the same day.

41. Representative from the hospital may visit Dharam kanta from time to time for inspection of gross container weight and net weight of oxygen tank. Firm will provide necessary cooperation in this no additional charges will be payable by hospital.
42. Firm will be responsible for routine checkup and maintenance of cylinders and vessel at no extra cost.
43. The firm should insure for refilling and supply of all sizes of cylinder for the qualified medical gases (Oxygen, Nitrous oxide, Carbon Di Oxide) i.e in AA,A, B, C and D/ bulk type.
44. The Liquid oxygen vessel should be maintained in such a way to keep natural evaporation rate less than 2%.
45. Tenderer has to ensure compliance of Rule 3 of gas cylinder Rules 2004 or any amendment thereafter and timely obtain necessary filling permission from CCE under Rule 45, while supplying the cylinder for filling of compressed cryogenic gases, if required.
46. Firm should have efficient and safe transport to ensure timely supply of medical gases.
47. Successful bidder will be bound to supply the gases even after completion of tenure at tender rates, terms & conditions till the next tender / fresh arrangement is finalized.
48. Revision of Rates:-There should not be any revision of rates during the contract unless anything is statutorily liable / imposed and is duly notified by the Govt.
49. **Period of contract**:-The contract will be valid for two year from the date of finalization of the tender but the period can be extended for further one year by the Medical Superintendent on the same rate and terms and conditions on mutual agreement. The Medical Superintendent reserves the right to terminate the contract at any stage if the supplies and or services are found unsatisfactory.
50. All the required licenses should be valid throughout the contract duration. If any required license is expiring during the contract period the firm has to renew it in time and the same should be informed to the hospital.
51. Place of Delivery:- ESIC Model Hospital, Sec-9A, Gurugram-122001.
52. The Medical gas manifold room and area for LMO vessels for Oxygen may be inspected by bidder on any working day i.e. 9 AM to 4 PM (Monday to Friday) till the last date of submission of tenders. (Contact Medical Store In charge before Inspection)
53. Name and active mobile no. of the key person, who can be contacted at any time and who should be capable of taking orders and making arrangement for supply of desired items, to be provided along with tender itself.
54. **Penalty Clause**: In case if the supplier fails to supply the material gas as per demand and as and when required the order will be liable to be cancelled and the security money/earnest money whichever is available at that time will be forfeited. The gases will be purchased from other sources and extra expenditure incurred if any will be recoverable

from the default supplier. For every instance of default over and above the cost incurred in tiding over the situation the vendor shall be charged Rs. 5000/- (Five Thousands) as penalty, which shall be recovered from any money payable to the vendor. Three repeated defaults will lead to cancellation of contract and the firm will be blacklisted.

Medical Superintendent



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Technical Bid

1. DETAILS OF THE FIRM / VENDOR

1		Name of firm and type of firm		
2	a	Full postal address.		
	b	Cell Phone No.		
	c	Telephone No.		
	d	Fax No.		
	e	Email Id		
3		Name and address of your Bankers stating the name in which the account stands.	Name of Bank	
			Name of Branch	
			A/C No & Type	
			IFSC code no	
			MICR Number	
4		Are you in the list of approved contractors of any other organizations/ Institutions, if any give details.		
5		Any other information which you consider necessary to furnish		

2. **CHECK LIST:**

S. No.	Document	Submitted (Yes/No)	Page no
1	Tender Document Fee in form of Demand Draft – 590/-		
2	Earnest money deposit by demand draft.		
3	Authority letter from the competent authority with respect to name, designation and specimen signature of the representative signing the tender document/authority letter		
4	Copy of Self Attested PAN and GST registration certificate		
5	Undertaking indicating that the product/ items has not been supplied to any individual, Govt. or private institution at a rate lower than the quoted rate.		
6	Authorization certificate from manufacturer of Medical gases as per format given at Annexure A (If not an manufacturer)		
7	Minimum two certificates of satisfactory performance report of the supply of medical gases duly authenticated, from existing users of the product/ items of NCR		
8	A signed undertaking on non judicial stamp paper of 100/- (One hundred only) along with tender (As per format at Annexure -B)		
9	Valid licence for Medical Oxygen (Liquid/ Gas), Carbon Dioxide and Nitrous oxide (self attested copy)		
10	Valid licence for storage, filling and testing of cylinders (self attested copy)		
11	A CCE approved test shop certificate (self attested copy)		
12	Undertaking that uninterrupted supply of gas will be maintained to this hospital or else alternative arrangements will be made at own risk of the firm.		
13	Certificate mentioning total no of gases / liquid oxygen, Carbon Dioxide and Nitrous oxide transport tank / cylinders in possession and permission to ply on all time of the day issued by Government.		
14	Valid Trade License		
15	The Bidder should enclose the analytical report on conformity to the IP Standard 2014/ latest Indian Pharmacopoeia of the medical gas for latest batch failing which bid will be liable to be rejected.		
16	Name and active Mobile no of the key person, who can be contacted at any time for taking order and making arrangement for Supply of desired items.		

Note: - Every document should be submitted in hard copy as well as online (readable scanned copy of documents). Every page of bid shall bear sign and stamp of the bidder, failing which tender is liable to be cancelled.

Date:

Place:

Signature of the tenderer

AUTHORIZATION CERTIFICATE

To,
Medical Superintendent,
ESIC Model Hospital
Sector 9A, Gurugram-122001

Respected Sir,

Authority letter against Tender No. _____ due on _____ item
quoted _____

We, M/s (Name of manufacturer), who are established & reputed manufacturers
of _____ having factory at _____ hereby authorize
M/s _____ (Name & address of agent/distributor) to bid, negotiate
& conclude the contract with your institution against above tender for the medical gases
manufactured by us.

Yours faithfully,

Signature & Name of manufacturer
with address & seal

Note: This letter of authorization should be on the letter head of the manufacturing concern
& should be signed by a person competent & having the authorization to issue the said certificate
on behalf of the manufacturing firm. The said certificate should also bear the signature of
participating bidder as a witness.

UNDERTAKING

(To be submitted on Rs.100/- Non judicial stamp paper by the supplier)

1. I,..... Son/ Daughter of Shri
..... Proprietor/ Partner/ Director/
Authorized Signatory of am
competent to sign this declaration and execute this e-Tender document. I also certify that
I have gone through the Terms & conditions mentioned in the tender document including
annexure & undertake to comply with them. The rates quoted by me/us are valid &
binding on me/us for acceptance for the period of one year from date of opening of
tender.
2. It is certified that rate quoted are the lowest quoted for any institution, hospital, nursing
home and individual in India.
3. EMD deposited by me/us in the form of Demand Draft/Banker's Cheque in favour of
"ESIC fund A/c no.2" Payable at Gurugram is attached herewith and shall remain in
custody of the Medical Superintendent, ESIC Model Hospital Sector 9A Gurugram-
122001.
4. (A) I/We give the rights to Medical Superintendent, ESIC Model Hospital Sector 9A
Gurugram-122001 to forfeit the EMD deposited by me/us if any delay occur on
my/agent's part or fails to supply the article at the appointed place & time & of the
desired specification.
(B) Firm will give an undertaking to the hospital that they will provide an uninterrupted
supply.
5. There is no vigilance/CBI case or court case pending against the firm/supplier, or
blacklisted at any PSU.
6. I/we do hereby undertake that the firm is in this business since the last two years.
7. On Inspection, if any article is found not as per supply order, it shall be replaced by
me/us in time as asked for, to prevent any inconvenience at my /our own expenses.
8. I/we hereby undertake to supply the items as per specifications and directions given in
supply order within the stipulated period.
9. I/we undertake to provide warranty as mentioned in specifications from the date of
satisfactory installation & inspection. I also undertake that I will maintain the
uninterrupted supply of all gases as per requirement & specifications.
10. I/we understand that Medical Superintendent, ESIC Model Hospital Sector 9A
Gurugram-122001 has the right to accept or reject any or all the tenders without assigning
any reasons(s) thereof.

Signature of tenderer with address & seal

Technical Specifications for Medical Gases

1. Specification of Liquid Medical Oxygen and vessel:

- ☐ Should be certified for medical use as per latest IP.
- ☐ Should not contain less than 99.6 v/v of Oxygen
- ☐ Should not contain more than 5 PPM v/v of CO
- ☐ Should not contain more than 300 PPM carbon dioxide.
- ☐ Should be free from Halogens and polymers.
- ☐ Should be free from oxidizing substances.
- ☐ Should be free from moisture.
- ☐ Should be Safe for Human Use.
- ☐ Should not cause any damage to the material of cylinders, Gas Pipeline, Anesthesia machine and ventilators.
- ☐ Vessel should be of standard material and technology keeping in view of international standard.
- ☐ Vessel Capacity: 990 Litres.(Single tank)
- ☐ Configuration- Vertical.
- ☐ It should be a compact unit with vacuum insulated tank and should have an inbuilt vaporizer.
- ☐ Liquid level gauge on the front side should be easily readable and to be calibrated at regular interval.
- ☐ It should have an Audio-visual alarm for low content and low pressure.
- ☐ There should be a three way gauge valve for isolation of line pressure.
- ☐ It should have Dual parallel regulation system for un-interrupted supply in case one of the regulator fails or is under repair.
- ☐ Low pressure alarm in downstream of pipeline should be audio-visual.
- ☐ Dimension of vessels: Vendors are requested to visit / inspect the site so that the tank of requisite dimension can be provided.
- ☐ Should provide safety feature in the line with adequate safety as a part of installation.

2. Specification of Compressed Medical Oxygen:

- ☐ Should be certified for medical use as per latest IP.
- ☐ Should not contain less than 99.6 v/v of Oxygen
- ☐ Should not contain more than 5 PPM v/v of CO.
- ☐ Should not contain more than 300 PPM carbon dioxide.
- ☐ Should be free from Halogens and polymers.
- ☐ Should be free from oxidizing substances.
- ☐ Should be free from moisture.
- ☐ Should be Safe for Human Use.
- ☐ Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.
- ☐ Consumption approximately-13-16 D type cylinder per day.

3. Specification of Medical Nitrous Oxide:

- Should be certified for medical use as an inhalation analgesic as per latest IP.
- Source of IP Grade Nitrous Oxide manufacturing should be ammonium nitrate but if any alternate technology or manufacturing process is used the same to be specified and all reports regarding quality assurance and probable impurities etc must be provided.
- Should not contain less than 98% v/v of nitrous oxide, both in liquid & gaseous phase.
- Should not contain more than 10ppm v/v of CO.
- Should be free of reducing substances and hydrogen sulphide.
- Should not contain more than 2ppm v/v of nitric oxide and Nitrogen dioxide in both liquid and gaseous phases.
- Should be free of oxidizing substances.
- Each batch must have passed tests for alkalinity, arsenic, phosphates, ammonia and other recommended test.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.
- Certified Safe for Human Use.
- Absolutely free of moisture and other impurities

4. Specifications of Medical Carbon Di Oxide:

- Should be certified medical grade CO₂ as per latest IP.
- Should be safe for Human Use.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anesthesia machine, ventilators and laparoscopic instruments.

5. Specifications of Nitrogen:

- Should be certified medical grade nitrogen.
- Should not contain more than 10ppm of CO.
- NITROGEN Concentration should be $\geq 99\%$.
- O₂ should be $< 1\%$.

6. The firm should preferably be a manufacturer of medical gases i.e. Medical oxygen IP, nitrous oxide, Carbon dioxide as per latest IP and should have valid manufacturing license issued from the state drug controller as per the provisions of Drug & cosmetic Act 1940 and rules made thereafter (attested copies of the licenses must accompany the tender). Firm should ensure an uninterrupted supply of medical gases to the hospital round the clock.

7. The tenderer has to ensure compliance of gas cylinder rules 2016 or rules/amendments made thereafter and timely obtain necessary filling permission from the chief controller of explosives under rule 45 while supplying the cylinders for filling of compressed cryogenic gases, if required.

8. The firm should be a reputed one and should have been a supplier to at least 2 (Two) Govt. hospitals of Delhi/ NCR for at least a period of 2 years (this has to be supported with a certificate issued by the head of the hospital or any authorized signatory with the supply order).

- 9.** The firm should have a valid license for storage, filling and cylinder testing etc. issued by CCE Nagpur/ or any other approved by Govt of India as statutory requirements. (A self attested copy of same is to be enclosed)
- 10.** Firm should have a CCE approved test shop (documentary proof to be attached).
- 11.** Should have ISO/WHO or equivalent quality certificate/licence for manufacturing of gases.
- 12.** Should have infrastructure regarding quality control and analytical control for testing of gases as per IP.
- 13.** It should have safety features and devices as per global safety standard.
- 14.** To avoid emergency situations adequate stock level to be maintained all the time.

Annexure D



कर्मचारी राज्य बीमा निगम आदर्श अस्पताल
 सेंक्टर 9ए गुरुग्राम, हरियाणा 122001
 ESIC Model Hospital, Sector 9A
 Gurgaon, Haryana 122001
ms-gurgaon.hr@esic.nic.in
 Phone 0124-2252001 Fax 0124-2253133
 E-mail 0124-2252001 www 0124-2255133



Tender No: 13(2)U/16/55/Med.Store/2019/1

Date: 22.5.2019

Sub: Invitation of E- tender for procurement of Medical Gases for ESIC Model Hospital Gurugram.

Financial Bid for Medical Gases.

Item Rate Bidding

Tender Inviting Authority: Medical Superintendent, ESIC Model Hospital Gurugram

Name of Work/Invitation of E- tender for procurement of Medical Gases for ESIC Model Hospital Gurugram.

Contract No: 13(2)U/16/55/Med.Store/2019/1 dated 22.5.2019

PRICE SCHEDULE																			
(This Bidding template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, also the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and (Values only)																			
Sl. No.	Item Description	Quantity	Units	TEXT #	NUMBER #	Basic Rate per Unit in Figures to be entered by the Bidder in Rs. P	NUMBER #	Transporation charges	NUMBER #	GST value applicate on medical gases	NUMBER #	GST Value applicate on transportation	NUMBER #	value of Any Other Taxes/Duties/Levies	NUMBER #	TOTAL AMOUNT Without Taxes in Rs. P	NUMBER #	TOTAL AMOUNT With Taxes in Words	TEXT #
1	One Time Expenditure involved for initial commissioning of Liquid Medical Oxygen tank (including license and cost work)	4	nos	12	13	INR	14	15	16	17	18	19	20	21	22	23	24	25	26
2	Liquid Medical Oxygen 3kg	1,000	Kg	INR												0.00	0.00	0.00	INR Zero Only
3	Medical Gas (Compressed)																		
3.01	Oxygen cylinder Csa.M (A type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.02	Oxygen cylinder Csa.M (B type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.03	Oxygen cylinder Csa.M (D type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.04	Nitrous Oxide per cylinder Csa.M (A type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.05	Nitrous Oxide per cylinder Csa.M (D type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.06	Carbon Dioxide Cylinder (g (AA type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.07	Carbon Dioxide Cylinder (g (A type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.08	Carbon Dioxide Cylinder (g (C type cylinder)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
3.09	Nitrogen Cylinder (D Type)	1,000	Cylinder	INR												0.00	0.00	0.00	INR Zero Only
Total in Figures															0.00	0.00	0.00	INR Zero Only	
Quoted Rate in Words															INR Zero Only				

Note:

1. Rates must be quoted both in words and figure.
2. Bidders must quote price for liquid medical oxygen and One Time Expenditure involved for initial commissioning of Liquid Medical Oxygen tank separately.
3. Bidders must have to apply for all items compulsory.

Signature of tenderer
with address & seal

(INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2nd part before uploading as bid document. ESIC as 1st part will sign this IP at later stage after opening of bids)

PRE-CONTRACT INTEGRITY PACT

General

1. This pre bid-contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month ofyear Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government of India acting through (hereinafter called the “BUYER” 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, _____ Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part. WHEREAS the BUYER proposes to procure (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

2. Whereas the Bidder is a private company/public company/partnership/proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a _____ performing its functions on behalf of _____of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the

defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, 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, organization 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.

4.2 The Buyer 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.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer 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 the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:-

6.1 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, 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.

6.2 The Bidder further undertakes that he 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 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.

6.3 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.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores 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 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.

6.6 The Bidder, either while presenting the bid or during precontract 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 or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer 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.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 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.

7.2 If the Bidder 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.

8. Earnest Money/Security Deposit

8.1. Every bidder, while submitting commercial bid, shall deposit an amount* as specified in the Tender Document as Earnest Money/Security Deposit, with the buyer through any of the following instruments:- Bank Draft/Banker's Cheque in favor of the "ESIC Fund A/C No. 2" Payable at Gurugram.

8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.3 In the case of 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 to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer 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/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(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, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment

could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(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) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(x) 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, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

12. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

13. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Gurugram (Haryana) or as decided by the BUYER.

14. 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.

15. Validity

15.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

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

16. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by

the competent authority for the purpose at any stage.

17. The Parties hereby sign this Integrity Pact at _____ on _____ .

ESICMH GURUGRAM (1st Party)

BIDDER (2nd Party)

Witness

Witness

1. _____

1. _____

2. _____

2. _____