



अखिल भारतीय आयुर्विज्ञान संस्थान, गोरखपुर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, GORAKHPUR

कुनराघाट, गोरखपुर, उत्तर प्रदेश- 273008

Kunraghat, Gorakhpur, Uttar Pradesh 273008

(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार द्वारा स्थापित एक स्वायत्त निकाय)

(An autonomous organization under the Ministry of Health & Family Welfare, Govt. of India)

Ref. No.: AIIMS/GKP/Admn/2026-27/2761

Date: 26/10/2026

Comp. No.: 6945

Subject: Notice for procurement of Mindray Ventilator Parts for Anaesthesia Critical Care Unit in Dept of Anaesthesia at AIIMS Gorakhpur.

Department of Anaesthesia requested the procurement of various parts for Mindray Ventilator and the following is submitted:

2. The department has demanded the below-mentioned items:

S. No.	Name of Item with Full Specifications & Required Accessories	Quantity (Nos.)
1	Heater Wire	05

3. The demanded part has been certified as being covered under an authorization issued by **M/s Mindray Medical India Pvt. Ltd.**, as per the Letter of Authorization, **M/s Instromedix (India) Pvt. Ltd.**, has been authorized for the accessories required for the department of Anaesthesia.

4. The above-mentioned proposal is being uploaded on the Institute website for open information in order to invite objections/comments, if any, from any firm/manufacturer regarding the proposed procurement of the above-mentioned accessories. Objections, if any, may be submitted in writing to the **Office of the Administrative Officer, AIIMS Gorakhpur**, on or before **14 days from the date of publication**, up to **17:00 Hrs.**, or at the following email address: procurementcell@aiimsgorakhpur.edu.in

5. If no objections/comments are received within the stipulated time, it shall be presumed that no objection exists, and the proposal for procurement of the above-mentioned item shall be processed further on merits as per applicable procurement rules.

Sd/-
Administrative Officer
AIIMS, Gorakhpur

Dated 10.04.2026

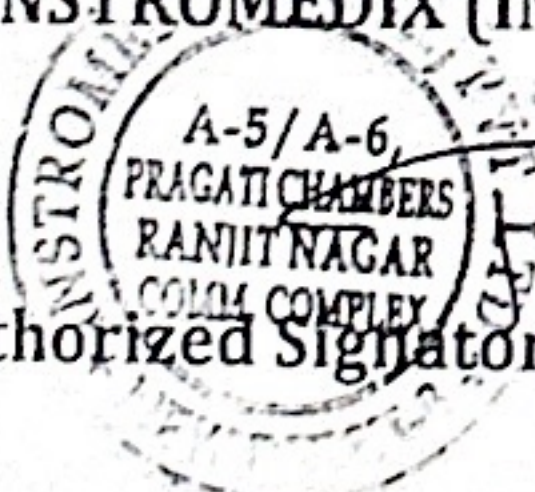
TO WHOM- SO-EVER IT MAY CONCERN

PROPRIETARY CERTIFICATE

We hereby certify that parts against (our Estimate No. IIPL/26-27/8 dated 10.04.2026) are proprietary items of our Principals M/s Mindray Medical International Ltd., Shenzhen, China which are procured by us through their Indian Office "M/s Mindray Medical India Pvt. Ltd."

The spares/ accessories not procured/ replaced through us may be compatible and get fitted to the equipment but results may vary and that can affect the patient diagnosis/ Treatment. For such cases, we Instromedix India Pt. Ltd. and M/s Mindray Medical will not be held responsible.

for INSTROMEDIX (INDIA) PVT. LTD.


(Authorized Signatory)

DISTRIBUTION AND SUPPLY AGREEMENT

This Agreement (together with its Exhibits referred to as the “**Agreement**”) is entered into by and between **Mindray Medical India Pvt. Ltd.** (“**Mindray**”) with principal address at Unit # 1061, Solitaire Corporate Park, Andheri Kurla Road, Chakala, Andheri (East), Mumbai - 400 093, India, and **INSTROMEDIX (INDIA) PVT. LTD.** with principal address at A5-A6 Pragati Chambers Ranjit Nagar Commercial Complex, NEW DELHI, Delhi, 110008, India (hereinafter referred to as the “**Distributor**”) (each a “**Party**” and together referred to as the “**Parties**”) as of **1st January 2026** (the “**Effective Date**”). Mindray and the Distributor hereby agree as follows:

1. DEFINITIONS

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

- 1.1. “**Products**” means those items manufactured by Mindray or its Affiliates as set forth in Exhibit A, which are to be sold by the Distributor with the trade mark and logo of Mindray or its Affiliates or with a trade mark and logo authorized to Mindray or its Affiliates by any third party.
- 1.2. “**Territory**” means the geographical area(s) as set forth in the attached Exhibit A.
- 1.3. “**Customer Segment**” means the customers as set forth in the attached Exhibit A.
- 1.4. “**Purchase Target**” means the minimum quantity or amount of Products required to be purchased by the Distributor (in accordance with the Sub-product Line Purchase Target) as specified in Exhibit B hereto and/or in supplementary agreements to be entered into by the Parties pursuant to this Agreement.
- 1.5. “**Sales Quota**” means the minimum sales of the Products the Distributor shall make for a set time frame as specified in Exhibit B hereto and/or in supplementary agreements to be entered into by the Parties pursuant to this Agreement.
- 1.6. “**Sub-product Line Purchase Target**” means the minimum quantity or amount of Products to be purchased by the Distributor for each of the sub-product line as specified in Exhibit B hereto and/or in supplementary agreements to be entered into by the Parties pursuant to this Agreement.
- 1.7. “**Delivery**” and “**Delivery Date**” has its meaning pursuant to Article 5.12 of this Agreement.
- 1.8. “**End User**” means any person or legal entity who or which acquires the Products from the Distributor directly or indirectly and principally for their own use.
- 1.9. “**Quality Plan**” means implementation plan for recalls and proactive changes to product suggested by the manufacturer.
- 1.10. “**Affiliate**” means a company which, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a Party. For this purpose, “control” means the direct or indirect ownership of in aggregate fifty percent (50%) or more of voting capital.
- 1.11. “**Year**” means the period of 12 calendar months.
- 1.12. “**Valid Period**” means the term of this Agreement, as determined in accordance with Article 2.
- 1.13. “**Force Majeure Event**” has its meaning pursuant to Article 13 of this Agreement.
- 1.14. “**Purchase Order**” has its meaning pursuant to Article 5.2 of this Agreement.
- 1.15. “**Proforma Invoice**” has its meaning pursuant to Article 5.3 of this Agreement and include the Terms and Conditions contained therein and any revision of the Proforma



Invoice.

- 1.16. **"Business Day"** means a day, other than a Saturday, Sunday or public holiday in the People's Republic of China and Mindray's principal address as set out in the beginning of this Agreement.

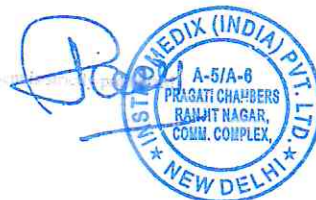
2. AUTHORIZATION

- 2.1. The valid period of this Agreement (the **"Valid Period"**) is from the **Effective Date** as indicated above till **31st December 2026** (the **"Expiry Date"**) unless terminated earlier in accordance with this Agreement.

Mindray appoints the Distributor and the Distributor agrees to serve Mindray as its **authorized distributor** in the Territory and Customer Segment for the sales of the Products as described in Exhibit A during the Valid Period of this Agreement unless this Agreement is otherwise prematurely terminated pursuant to this Agreement.

Mindray appoints the Distributor and the Distributor agrees to undertake the after-sales service for the Products (**"Authorized Service"**) stipulated in Exhibit C of this Agreement.

- 2.2. Notwithstanding any other provision of this Agreement to the contrary:
- (a) Mindray and its Affiliates reserve the right to sell the Products in the Customer Segment within the Territory, through Mindray itself or through any third party authorized by Mindray, for public tenders or/and projects as follows:
- (i) governmental tenders (including but not limited to ministry of health, health insurance bureau, ministry of commerce, medical research institutions and colleges, centers for disease control and prevention, inspection and quarantine bureau, customs system, and railway system);
 - (ii) international organization's donation projects (including but not limited to charity foundation and International Committee of the Red Cross);
 - (iii) World Bank and multilateral bank loan tender (including but not limited to municipal bonds or/and treasury bonds, prevention and control material procurement projects, and foreign loans);
 - (iv) all United Nations agents' projects (including but not limited to World Health Organization tenders);
 - (v) turn key projects (newly built projects, re-built projects, and extension projects);
 - (vi) chain labs;
 - (vii) regional diagnostic centers or/and chain diagnostic centers;
 - (viii) other projects mutually agreed by both Parties.
- (b) Mindray and its Affiliates reserve the right to conduct any promotional, marketing, advertising and/or other similar activities for the Customer Segment within the Territory with respect to the Products, including but not limited to carrying out and/or participating in the local and regional trade shows, conventions, exhibition and other like events for the Customer Segment within the Territory.
- (c) Mindray's former distributors in the Customer Segment within the Territory will be entitled to continue selling the Products:
- (i) that they already have in their stock prior to the Effective Date of this Agreement (the continued sales are allowed for three (3) months following the Effective Date of this Agreement); or
 - (ii) that they are obliged to supply pursuant to the tenders involved prior to the



Distributor Tel:

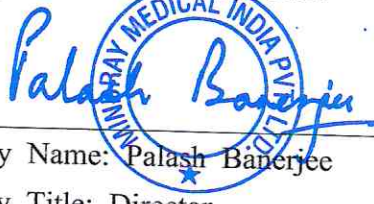
22 OVERRIDING TERMS

The Parties expressly agree that the Exhibits to this Agreement form an integral part of this Agreement. The Parties have agreed to modify and amend the terms of this Agreement in accordance with Exhibit F and/or Exhibit G (as applicable) hereto. In case of any conflict or inconsistency between the terms of this Agreement and the terms contained in Exhibit F and/or Exhibit G (as applicable), the Parties agree and acknowledge that the terms in Exhibit F and/or Exhibit G (as applicable) shall prevail.

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed as of the date first written above.

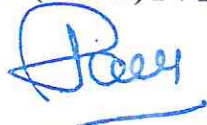
Mindray Medical India Pvt. Ltd.

By:



Signatory Name: Palash Banerjee
Signatory Title: Director**INSTROMEDIX (INDIA) PVT. LTD.**

By:



Signatory Name: AMAR PAL SINGH
Signatory Title: DIRECTOR

(THE REMAINING OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

