

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-09-2025 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-09-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health And Family Welfare
संगठन का नाम/Organisation Name	National Board Of Examinations
कार्यालय का नाम/Office Name	Dwarka
वस्तु श्रेणी /Item Category	Financial Audit Services - As per Scope of Work; CAG Empaneled Audit or CA Firm
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	22 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य /Estimated Bid Value	550000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	27500

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DDO
Sector-9, Dwarka, New Delhi - 110075
(National Board Of Examinations In Medical Sciences)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March

prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate: 15 Years (Bidders to submit ICAI Constitution Certificate as of 31.03.2024)

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.: Firm must have conducted at least 10 internal/statutory audits of Central Autonomous Bodies, Corporates, PSUs under GOI Ministries, or hospitals with a minimum of 100 beds, with in the last five (05) Years.

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects: The firm must have at least 10 CAs, of which 3 must have a min. of 15 years of post qualification experience in auditing or accounting for medical colleges/hospital (minimum 100 beds) or Govt. Autonomous Institute (Attach CVs and proof of Qualification)

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification: As per attached scope of work

Number of XX fulltime CA's required and YY professional audit staff: As per attached scope of work

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
17-09-2025 15:00:00	National Board of Examinations in Medical Sciences, PSP Area, Sector - 9, Dwarka, New Delhi - 110075

Financial Audit Services - As Per Scope Of Work; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	As per Scope of Work
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Statutory Audit
Category of Work under Financial Audit	As per Scope of work
Type of Industries/Functions	Autonomous Body under MoHFW Govt of India
Frequency of Progress Report	As per Scope of Work
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per Scope of work

विवरण/ Specification	मूल्य/ Values
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Sandeep Chawla	110075,PSP Area, Behind 100% Petrol Pump, Sector - 9, Dwarka, New Delhi	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DDO, NBEMS
payable at
New Delhi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

7. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

8. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional

terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

SCOPE OF WORK

For Statutory Audit and Income Tax Compliance Services for the National Board of Examinations in Medical Sciences (NBEMS)

A. Statutory Audit

Audit of Financial Statements:

- Conduct a statutory audit of NBEMS and to ensure the financial statements present a true and fair view of NBEMS's financial position, adhering to Indian Accounting Standards (Ind-AS), applicable laws, and regulations.

Preparation and Furnishing of Statutory Audit Report:

- Prepare and furnish the Statutory Audit Report in accordance with applicable guidelines, standards, and regulations.

Compliance with Standards on Auditing (SAs):

- Perform the audit in accordance with the Standards on Auditing (SAs) issued by the Institute of Chartered Accountants of India (ICAI).
- Assess the appropriateness of accounting policies, management's estimates, and the overall presentation of financial statements.
- Provide reasonable assurance that the financial statements are free from material misstatements.

Audit Period:

- The statutory audit will cover the Financial Year 2025-26 and may extend to subsequent financial years as per the terms of engagement.

B. Income Tax Compliance and Audit for Charitable Institutions

Audit under the Income Tax Act, 1961:

- Conduct an audit of NBEMS in compliance with the provisions of Sections 11 and 12 of the Income Tax Act, 1961.
- Prepare and furnish Form 10B for NBEMS, ensuring accurate reporting of income and expenses and adherence to applicable regulations.

Filing of Income Tax Returns and Other Forms:

- Prepare and file the Income Tax Return (ITR) of NBEMS within the prescribed timelines.
- Prepare and submit relevant Income Tax forms, including Form 10 and Form 10B, ensuring compliance with statutory requirements for charitable trusts.

Advisory and Compliance Support:







- Ensure that the audit process identifies and addresses key compliance areas under the Income Tax Act and applicable GST provisions.
- Highlight tax-related observations, risks, or compliance gaps, and provide recommendations for resolution.

Representation and Support in Tax Matters:

- Provide end-to-end support in responding to any notices, inquiries, or communications received from the Income Tax Department.
- Draft, review, and submit appropriate replies and representations in response to tax demands, assessments, scrutiny notices, or any other communications.
- Provide professional advice on any tax-related issues, including compliance, interpretation of tax laws, and mitigation of tax risks.
- Represent NBEMS before the Income Tax Authorities at all stages of proceedings, including assessments, appeals, rectifications, filing its own submissions or applications, or responding to departmental queries, whether it is fresh or in continuation of previous representations.
- Appear on behalf of NBEMS before tax officers, Commissioners of Income Tax (Appeals), or any other appropriate forums.
- Prepare detailed submissions, supporting documents, and legal arguments for effective representation in tax hearings.

Note: The firm shall be responsible for filing, representation, submission of replies, handling scrutiny, appeals, and any other proceedings related to the concerned financial year, without any additional charges. This responsibility shall apply regardless of whether the issue arises during the tenure of the firm or in the future, if any.

Audit Period:

- The income tax audit and related services will cover the financial year 2024-25 and may extend to subsequent financial years as per the terms of engagement.

C. General Responsibilities

Observations and Recommendations:

- Provide observations and actionable recommendations to enhance internal controls, accounting systems, and financial reporting practices.

Collaboration and Support:

- Work in collaboration with NBEMS management and address queries or clarifications during and after the audit process.

Timely Deliverables:

Audit

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- Ensure timely submission of audit reports, management letters, responses to tax notices, appeals, and all deliverables in line with the agreed timelines and professional standards.

Minimum Eligibility Criteria

1. Registration and Presence in Delhi:

- The firm must be registered and have its headquarters or a branch office in Delhi, established on or before 01.08.2024.
- Proof Required: Valid registration documents showing the establishment date and office address.

2. Operational Experience:

- The firm must have at least 15 years of operational experience as of 31.03.2024.
- Proof Required: ICAI Firm Constitution Certificate as of 31.03.2024.

3. Relevant Audit Experience:

- The firm must have conducted at least 10 internal/statutory audits of Central Autonomous Bodies, Corporates, PSUs under Gol Ministries, or hospitals with a minimum of 100 beds, within the last five (5) years.
- Proof Required: Copies of engagement letters or completion certificates.

4. Qualified Personnel:

- The firm must have at least Ten (10) Chartered Accountants, of which three (3) must have a minimum of 15 years of post-qualification experience in auditing or accounting for medical colleges/hospitals (minimum 100 beds) or Government Autonomous Institutions.
- Proof Required: CVs and proof of qualifications and experience of the team members.

5. C&AG Empanelment:

- The firm must be empanelled with the Comptroller and Auditor General (C&AG) of India for at least the last five (5) years.
- Proof Required: Copy of the latest C&AG empanelment letter.

6. Financial Turnover:

- The firm must have an average annual turnover of at least ₹3 crores in the last three financial years (FY 2021-22, 2022-23, 2023-24), with at least ₹2 crores specifically derived from auditing and accounting services.
- Proof Required: Audited balance sheets, profit & loss statements, and turnover certificates from a Chartered Accountant.



7. Compliance with Legal Requirements:

- The firm must provide statutory documents, including PAN, GST registration, and other relevant certifications.

8. Non-Blacklisting Declaration:

- The firm must not have been blacklisted by any authority or be involved in any criminal/vigilance cases.
- Proof Required: Affidavit certified by a notary confirming no blacklisting or pending cases.

Documents to Be Submitted with the Bid

- C&AG empanelment letter.
- Latest and Valid ICAI Firm Constitution Certificate.
- Proof of office presence in Delhi.
- Notarized affidavit for non-blacklisting.
- Proof of relevant audit experience (engagement letters/completion certificates).
- Audited financial statements for the last three years.
- CVs and supporting documents for qualified personnel.
- Copies of PAN, GST registration, and other statutory documents.

The appointed audit firm must adhere to all applicable standards, ethical guidelines, and professional regulations while delivering services to NBEMS. All deliverables should meet the expectations outlined in this Scope of Work and be submitted within the agreed timelines.

Audit *****
Kiyem - Any ✓

INTEGRITY PACT

Between

National Board of Examinations in Medical Science (NBEMS) hereinafter referred to as

“The Principal”

and

.....hereinafter referred to as

“The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PCAct ; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure-A.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as Annexure-B.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Central or State Government or any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings.”

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7– Criminal charges against violating Bidder(s)/Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/Contractors as confidential. He reports to the Executive Director, NBEMS.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Executive Director, NBEMS within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Executive Director, NBEMS, a substantiated suspicion of an offence under relevant BNS/PC Act, and the Executive Director NBEMS has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the Executive Director/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Executive Director of NBEMS.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. That a person signing IP shall not approach the courts while representing the matters to IEMS and he/she will await their decision in the matter.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1 :

(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 2 :

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with NBEMS shall apply for registration.

An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.

However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by NBEMS.

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

Tenderers of Foreign nationality shall furnish the following details in their offer:

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by NBEMS in Indian Rupees only.

Tenderers of Indian Nationality shall furnish the following details in their offers:

The name and address of the foreign principals indicating their nationality as well as their status, *i.e.*, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by NBEMS in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NBEMS. Besides this there would be a penalty of banning business dealings with NBEMS or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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1. Introduction

National Board of Examinations in Medical Sciences (NBEMS) is an autonomous body under the Ministry of Health and Family Welfare, Government of India. NBEMS as also to safeguard its commercial interests deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NBEMS to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on NBEMS to observe principles of natural justice before banning the business dealings with any Agency.

Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

NBEMS reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.

However, absence of such a clause does not in any way restrict the right of NBEMS to take action / decision under these guidelines in appropriate cases.

The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

These guidelines apply to all the offices of NBEMS.

It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) Executive Director, NBEMS shall be the 'Competent Authority' for the purpose of these guidelines. President, NBEMS shall be the 'Appellate Authority'.
 - b) President, NBEMS shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings

If the conduct of any Agency dealing with NBEMS is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

The order of suspension shall be communicated to all Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

If the gravity of the misconduct under investigation is very serious and it would not be in the interest of NBEMS, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), NBEMS alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO, NBEMS. Such an order would operate for a period of six months from the date of issue.

If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or NBEMS, during the last five years;

If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

If the Agency continuously refuses to return / refund the dues of NBEMS without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.

If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.

If the Agency uses intimidation / threatening or brings undue outside pressure on the NBEMS or its official in acceptance / performances of the job under the contract;

If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by NBEMS or not;

Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the NBEMS or even otherwise;

Established litigant nature of the Agency to derive undue benefit;

Continued poor performance of the Agency in several contracts;

If the Agency misuses the premises or facilities of the NBEMS, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with NBEMS.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

Decision to ban business dealings with any Agency would apply throughout the Company.

There will be a Standing Committee to be appointed by the President, NBEMS which may include HOD of respective Sections, rep of Legal Deptt. and CVO for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

If the Agency requests for inspection of any relevant document in possession of NBEMS, necessary facility for inspection of documents may be provided.

The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

Depending upon the gravity of misconduct established, the Competent Authority may direct HOD, Procurement Section to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, NBEMS may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

INDEPENDENT EXTERNAL MONITOR (IEM)

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