

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-09-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Employees State Insurance Corporation
संगठन का नाम/Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम/Office Name	Esic Hospital Kala Amb Himachal Pradesh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ms-kalaamb.hp@esic.gov.in Buyer Email id: sunil.bodh@esic.gov.in
वस्तु श्रेणी /Item Category	Manpower Hiring for Financial Services - Onsite; Chartered Accountant
अनुबंध अवधि /Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 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 Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation 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) *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 मेनू 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 स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	96000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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). 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 :

MEDICAL SUPERINTENDENT

ESIC HOSPITAL KALA AMB HIMACHAL PRADESH, Employees State Insurance Corporation, Ministry of Labour and Employment

(Esic Fund Account No 1)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the

manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

9. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
15-09-2026 11:00:00	Conference Hall, ESIC Hospital, Kala Amb, Distt. Sirmour, H.P. 173030

Manpower Hiring For Financial Services - Onsite; Chartered Accountant (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Deployment Location	Onsite
Type of Professional/Resources required	Chartered Accountant
Certifications of Professional/Resources required	CAG Empaneled CA Firm

विवरण/ Specification	मूल्य/ Values
Qualification of Professional/Resources required	CA
Total Experience of Professionals / Resources (In years)	5 - 7 Years
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of manpower deployed	अतिरिक्त आवश्यकता /Additional Requirement
1	Yogender	173030,ESIC HOSPITAL KALA AMB HIMACHAL PRADESH	1	Number of Months : 12

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

1. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. 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](#)

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESIC FUNC ACC NO 1

payable at

KALA AMB, HIMACHAL PRADESH

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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 कार्यवाई 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---



कर्मचारी राज्य बीमा निगम

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

EMPLOYEES' STATE INSURANCE CORPORATION

(Ministry of Labor & Employment, Govt of India)



क.रा.बी.नि. अस्पताल, काला अंब

जिला सिरमौर, हिमाचल प्रदेश-173030

E.S.I.C. HOSPITAL KALA AMB

DIST. SIRMAUR HIMACHAL PRADESH-173030

Website: www.esic.nic.in / www.esic.in

Hiring CAG Empanelled CA Firm at ESIC Hospital, KALA AMB.

1. Introduction

Employees' State Insurance Corporation is a statutory body under the Ministry of Labour and Employment, Government of India. The Employees' State Insurance Scheme, established under the Employees' State Insurance Act of 1948, is a comprehensive social security scheme designed to provide social security to the stakeholders as defined under the Act, against various contingencies the impact of as per various program of the act like sickness, maternity, disablement death due to employment injury etc also to provide medical care to insured persons and their families. The ESI Act is applicable to all non-seasonal factories and establishments as per notification of appropriate Governments. The ESI Act, 1948 applies to factories/establishment employing 10 or more persons. The employees of registered factories and establishments drawing wages upto Rs. 21,000/-per month (Rs. 25,000/- for Persons with Disability) are covered under the scheme. Medical Superintendent, ESIC Hospital, Kala Amb is looking to engage C&AG empanelled Chartered Accountant (CA) firms to assist in timely preparation/submission of financial statement including March (Provisional) and March Final, in order to ensure finalization of Accounts of the Corporation within timelines and correctness of the various entries carried out therein by various accounting units.

Terms of reference:

Guidelines/Instruction for empanelment of C&AG empanelled Chartered Accountant (CA) firm(s) for all field units to assist in timely preparation/submission of financial statement, in order to ensure finalization of Accounts of the Corporation within timelines and correctness of the various entries carried out therein by various accounting units.

Period of Contract:

The period of Contract of the Appointment of the selected bidder shall be for a period of one year i.e. FY 2026-27 (which may be extended till finalization of Accounts).

Location of Work:

Empanelled CA Firm has to provide services at ESIC Hospital, Kala Amb, Himachal Pradesh.

2. Eligibility Criteria for Empanelment of CA Firm

2.1 Applicant firm should be handling similar works i.e. statutory audit, financial reconciliation for

government bodies, from at least last 5 years.

2.2 Applicant firm should be empanelled with C&AG and ESIC holds the rights to terminate the contract if CA firm or any of its partners/members get debarred and/or blacklisted by Centre/State Government organization, statutory Organization or PSU.

2.3 Average annual turnover of firm for the last three years should be at least 50 lakhs.

2.4 Applicant firm and its partner should not have been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any government/statutory Organization or PSU.

2.5 Applicant firm or its partners should not be facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face any such litigation before Hon'ble Court(s).

2.6 Must have PAN Card, ICAI registration and GST Registration.

3. Detailed scope of work

3.1 Assist in finalization of March (Provisional) 2026-27 Accounts and finalization of March (Final) /Annual Accounts 2026-27.

3.2 Scrutiny of Accounts for the financial year keeping in view classification of income and expenditure including verification of accounting adjustments/rectification of errors, omission in books of accounts and clearing suspense entries. All effort should be made to ensure that:

- a) The expenditures are 100% reconciled with the statements (R&P) of concerned unit.
- b) There are no obvious errors in accounts like "Minus balances in receipt and expenditure. Such balances need to be examined in detail and rectification entry need to be passed before sending accounts to headquarters.
- c) The accounts are free of all mathematical errors/mistakes.
- d) Expenditures under all account's heads are tallied with respective subsidiary ledgers.
- e) Any unusual increase/decrease/divergent trend in any head of expense is examined and rectified.
- f) Classification of expenditure between hospital and medical education, Regional offices/Sub regional offices and DCBO is done correctly.
- g) Classification of Prior period items is done properly.
- h) Verification of physical verification of cash in hand and reconciliation with cash book should be done.
- i) Verification of reconciliation of Bank Balance with Bank statement should be done.
- j) Verification of reconciliation of all statutory dues (not limited to TDS, TDS on GST) should be done properly.
- k) Verification reconciliation of security deposit, unclassified receipt, Pension payments, NPS, miscellaneous advances on monthly basis should be done properly.
- l) Verification reconciliation of exchange account and suspense slip should be done properly.
- m) Verification accounting of disposed assets along with profit/loss should be done properly.

3.3 Checking of provisions for Permanent Disablement Benefit (PDB), Dependent Benefits, ESIC COVID-19 relief scheme, Employee Benefit Reserve Fund (EBRF) etc.

3.4 Checking of provisions for Pension, Gratuity, Leave Encashment and Pensioners Medical Scheme (PMS), Liabilities.

3.5 Verification/vetting of physical verification of Fixed Assets with Register of Fixed Asset.

- 3.6 Verification/vetting of physical verification of the closing inventories, Stores and consumables etc. as on 31st March 2026.
- 3.7 Assistance in preparation/verification of ESIC Budget of concerned unit.
- 3.8 Guidance and assistance on audit observations of ESIC.
- 3.9 Assist in maintaining party ledgers, other receipts & payment ledgers, Assets and Liability Ledgers, monthly accounts on the basis of ledgers, calculation of Depreciation on fixed Assets, preparation of March (Provisional) and March Final Accounts duly reconciled with vouchers, preparation of budget, reconciliation BRS, verification of liability created and discharged.
- 3.10 Special emphasis may be given to the verification of following (but not limited to):
- a. Verification in case of asset disposal-recording of depreciation, gain/loss booking.
 - b. Classification of Annual repair, maintenance and special repair maintenance.
 - c. Debt, Deposit reconciliation and advances receipts.
 - d. Provision evaluation/calculation.
 - e. Inventory accounting.
 - f. Super specialty treatment (SST) advances (if any).
 - g. Salary calculation, special reference to the people on deputation and hired on contractual basis for special services.
 - h. Verification of classification and payment with respect to instructions by ESIC for On-account payment, PIP etc. made to States.
 - i. Assistance and training (if required) to resources deployed in concerned unit.
- 3.11 Further, any other financial opinion/ help/guidance /verification /vetting required /sought within the domain of financial audit and accounting support by Financial Commissioner and Director General, ESIC in any matter. Any other financial report and compilation required by financial division.
- 3.12 The above scope of work is indicative in nature and may be enhanced/ curtailed as per the requirements of the division.

4. Report

The detailed monthly report(s) of ESIC Hospital will be submitted in single hard copy to the Administrative Head and the Finance head of the ESIC Hospital. Further, the Administrative Head and the Finance head of the ESIC Hospital forward the said report with analysis/findings and recommendations (if any) to Financial Commissioner/Additional Commissioner, ESIC Hqrs. Soft Copy of report with analysis/findings and recommendations (if any) has also to be submitted in MS Excel/Word through e mail to ac-fin@esic.nic.in. ESIC Hqrs may direct the Empanelled CA firm of field unit for any specific work or any detailed work report.

5. Payment

- 5.1 The contractor shall have to submit the monthly bill in duplicate complete in all respects addressed to Medical Superintendent, ESIC Hospital, Kala Amb.
- 5.2 The monthly bill for the respective quarter along with the service charges quoted by the contractor and the applicable GST shall be paid to the service provider. The bill has to be submitted preferably by 07th of succeeding month.
- 5.3 Monthly remuneration may be paid to the empanelled agency in accordance with the visits paid by the

CA as per the bill raised by the empanelled agency and visits acknowledge by units in respect of work assigned and performed as defined in scope of work subject to the satisfaction of work and report submitted by empanelled CA firm. All mandatory deductions like Taxes/TDS as applicable shall be done as per statutory provisions. The empanelled Chartered Accountant Firm shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the services. ESIC reserves the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of the ESIC will be the final and binding in this regard.

6. Penalties

If the empanelled CA Firm there off is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties, using or giving the details gathered during the assignment to other parties without permission of the ESIC, non-observation of instructions given by the ESIC, unauthorized retention of records of the ESIC, violating the terms and conditions of this assignment, indulging in malafide practices or any other cognizable offence or breach, the firm shall be punishable as deemed appropriate by the ESIC or in case of delay in carrying out the work, penalty at the rate of 1% per week of the total billing amount limited to 10% of fee may be levied.

7. Termination of Contract:

7.1 If service provider is found responsible for any leakage of information, lobbying, bribing etc., then ESIC have the right to terminate the contract and if required as per applicable law, action deemed fit may be initiated against the empanelled CA firm. Also, if cumulative penalties reach 10% of contract value, competent authority may terminate the contract.

7.2 Breach of Contract:

1. The Successful bidder shall furnish a performance security deposit of 2.5% of the Bid value in the form of a Demand Draft/Bankers Cheque of any nationalized bank drawn in favor of 'ESI FUND A/C NO.1' payable at Kala Amb within a period of seven days from the date of award of contract failing which the ESI corporation reserves the right to cancel the acceptance of the Tender. The performance security Deposit will be forfeited in the event of violation of any of the above mentioned terms and conditions. The performance security deposit will be released after successful and satisfactory completion of the contract and no interest shall be paid on this performance security deposit.
2. In case of breach of any terms and conditions attached to the contract, Medical Superintendent, ESIC Hospital, Kala Amb reserves the right to forfeit the Performance Security Deposit apart from terminating the contract, in whole or in part, at any time by giving one-month notice. However, the Service Provider needs to give 3 months' notice in case of premature termination of contract. During the notice period, both the parties will maintain the status-quo.

8. Standard Terms & Conditions for the service for agreement:

- 8.1 The persons deployed shall, during the course of their work, will have access to the classified documents, which they are not supposed to divulge to any third party(s), and shall maintain confidentiality. Any breach of this confidentiality obligation shall make the service provider liable for penal action under the applicable

laws besides action for breach of contract.

- 8.2 The service provider shall provide a suitable resource well in advance if there is any probability of the person leaving the job due to his/her own personal reasons.
- 8.3 In case, service provider finds any serious financial irregularity(es) and points relating to grave deficiencies, then the same is required to be communicated to competent authority/officers of the ESIC immediately without waiting for the time of submission of the report.
- 8.4 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the ESIC.
- 8.5 The successful Firm shall sign an agreement with ESIC with standard terms and conditions for providing professional services of Chartered Accountant.
- 8.6 The engaged firm will be responsible for any corrections arising out of their own faults at no further cost to this office.
- 8.7 The Responsibility of correctness and accuracy of the details collected from the records of ESIC Hospital, Kala Amb will lie with the empanelled Firm.
- 8.8 Notwithstanding anything contained herein above, ESIC Hospital, Kala Amb reserves the right to discontinue the services of the empanelled Firm in the event their services are evaluated as unsatisfactory at any time during the period. Evaluation shall be based on documented performance metrics or feedback.
- 8.9 The empanelled Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
- 8.10 Service charge/ consultancy charge or any other charges will not be paid separately for any of the services mentioned in scope of work.
- 8.11 The Contractor or his representatives may visit ESIC Hospital, Kala Amb during the working hours of ESIC Hospital, Kala Amb will be as under: - 9:00 AM to 4:00 PM from Monday to Friday and 9:00 AM to 1:00 PM Saturday.
- 8.12 **Period of Contract:** The Contract shall initially be valid for a period of one year. The rates quoted shall remain same during the entire period of the contract. ESIC, however, reserves the right to terminate the contract by serving one month notice in writing and in case the empanelled firm wants to terminate the contract, it has to give three months' notice in advance.
- 8.13 The empanelled Firm shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The empanelled Firm shall indemnify ESIC Hospital from any claims in this regard.

8.14 **Force Majeure:**

- (1) The Service provider shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- (2) For purpose of this clause, "Force Majeure" means an event beyond the control the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (3) If a Force Majeure situation arises, the Service provider shall promptly notify Medical Superintendent, ESIC Hospital, Kala Amb in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the Service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.15 **Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the DG, ESIC whose decision shall be final and binding on both the parties.

8.16 **Jurisdiction:** The disputes, legal matters, court matters, if any shall be subject to **Nahan, Himachal Pradesh**, India jurisdiction only.

8.17 Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfil the objectives of the contract.

8.18 Canvassing in connection with tender is strictly prohibited. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, till final decision is conveyed to the successful bidder.

8.19 ESIC is a statutory autonomous body under Ministry of Labour and Employment, Govt. of India and accordingly all notifications order/guidelines of govt of India/ ESIC as applicable, shall also be a part of this tender/Contract.

8.20 'If the bidder/contractor/supplier or any employee of the bidder/contractor/supplier or any person acting on behalf of the bidder/contractor/supplier, either directly or indirectly, is a relative of any of the officers/officials (regular/contractual) of Employees' State Insurance Corporation (ESIC), or alternatively, if any relative of an officer/official of ESIC has financial interest/stake in the bidder's/contractor's/supplier's firm, the same shall be disclosed by the bidder/contractor/supplier at the time of filing of the tender/participation in the procurement process.'

9. Financial Cost

The Estimated cost for Financial Audit of ESIC Hospital Kala Amb is Rs 8,000/- per visit. For 12 visits, the total cost is Rs 96,000/-.

10. List of enclosures

All Annexures/undertakings provided shall be on the letter head of the company and duly signed by the authorized signatory. The following documents to be enclosed for submission of Technical Bid:

1. Annexure A– Details of the Firm.
2. Annexure B- Details of the previous/ existing contracts completed successfully.
3. Annexure C – Declaration/Undertaking.
4. Annexure D– Financial capability of Bidder
5. Annexure E – Integrity Pact.
6. CAG Empanelment Certificate
7. PAN Card of the Firm.
8. GST Registration Certificate of the Firm.
9. Registration Certificate of the CA Firm.

[On the original letter head of the Bidder]

ANNEXURE –A

DETAILS OF THE FIRM

<u>Sl.</u>	<u>Particulars</u>	<u>Details</u>
1.	Name of Company/Firm/Institution	
2.	Name of Owner/Partners/Directors	
3.	Name & Signature of Authorised signatory	
	FIRM DETAILS	
	(a) Registered Office Address	
3.	(b) Telephone No.	
	(c) E-mail id	
	FIRM REGISTRATION DETAILS	
	(a)Registration No. of firm with ICAI	
4.	(b) CAG's Empanelment Number	
	(c)GST Registration No.(if applicable)	
	(e) PAN No.	
	Details of Firm's Bank	
5.	(a)Name & Address of the Bank	
	(b)IFSC No.	
6.	Undertaking to the effect of declaring that Firm has not been debarred/disqualified by ICAI or any Other regulatory authority, is enclosed	Yes/No
7	Undertaking regarding, 'If the bidder/contractor/supplier or any employee of the bidder/contractor/supplier or any person acting on behalf of the bidder/contractor/supplier, either directly or indirectly, is a relative of any of the officers/officials (regular/contractual) of Employees' State Insurance Corporation (ESIC), or alternatively, if any relative of an officer/official of ESIC has financial interest/stake in the bidder's/contractor's/supplier's firm.	Yes/No

Date :

Place :

Signature of tenderer with seal

(With Name and Designation of Appropriate Authority)

[On the original letter head of the Bidder]

ANNEXURE –B

Details of the previous/existing contracts completed successfully (part of Technical bid)

Sl No.	Name & Address of the organization	Nature of services provided / work description	Ref & date of the order	Work order value	Duration of contract	
					From	To
					dd/mm/yy	dd/mm/yy
1						
2						
3						
4						
5						
6						

The above format may be used to provide requisite details and Proof to be attached for all the above information.

Date :

Place :

Signature of tenderer with seal

(With Name and Designation of Appropriate Authority)

[On the original letter head of the Bidder]

ANNEXURE- C
DECLARATION/UNDERTAKING

I, _____ Son/Daughter/Wife of _____
Resident of _____ Proprietor / Director
/ Authorized Signatory of the Company/Firm, mentioned above, is competent to sign this declaration and
execute this tender document.

1. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents(including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in its totality / entirety.
5. In case any provision of this tender is found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid.
6. I/We hereby declare that the firm/ company namely M/S. _____ has not been blacklisted or debarred in the past by center/state government organisation, statutory Organisation or PSU.
7. I/We hereby declare that the Applicant firm and its partner have not been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any government/statutory Organisation or PSU.
8. I/We hereby declare that the Applicant firm or its partners are not facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face any such litigation before Hon'ble Court(s).
9. I/We hereby declare that the bidder or any employee of the bidder or any person acting on behalf of the bidder, either directly or indirectly, is not relative of any of the officers/officials (regular/contractual) of Employees' State Insurance Corporation (ESIC).

Dated, this.....day of..... 2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the original letter head of the Bidder]

ANNEXURE- D

FINANCIAL CAPABILITY OF BIDDER

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2023-2024	
B	2024-2025	
C	2025-2026	

Dated, this.....day of.....2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

INTEGRITY PACT**To,**

.....,
.....,
.....

Sub: - Hiring of CAG empaneled CA Firm in ESIC Hospital, Kala Amb, Himachal Pradesh.**Dear Sir,**

It is here by declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

Yours faithfully

**The Medical Superintendent,
ESIC Hospital,
Kala Amb, Himachal Pradesh-173030.**

Independent External Monitor (IEM) for overseeing and implementation of Integrity Pact in ESIC :-

- 1. Shri Vidya Bushan Kumar (IFoS) Retd** (Mob 9779156123, 7899294433, E-mail Id vbkifs@gmail.com, vbk33@yahoo.com)
- 2. Dr Sarat Kumar Acharya, Ex CMD, NLC** (Mob No 9442118060, 8754498285, Email Id:- sarat777@rediffmail.com)

INTEGRITY PACT
(On Bidder's Letter Head)

To,
The Medical Superintendent,
ESIC Hospital,
Kala Amb, Himachal Pradesh-173030.

Subject: - Hiring of CAG empaneled CA Firm in ESIC Hospital, Kala Amb, Himachal Pradesh.

Dear Sir,

I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article - 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

Between

Employee State Insurance Corporation (ESIC) hereinafter referred to as "**The Principal**",

and

M/S _____ hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of CAG empaneled CA Firm in ESIC Hospital, Kala Amb, Himachal Pradesh**. 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 Independent External Monitors (IEMs) 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 IPC/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)

- a) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution. 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 cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; 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 Suppliers" is placed at (page nos. 6-7) Foreign.
- e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

1. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their 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 placed at (page nos. 8-17).

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 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

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. 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)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or of an employee or a representative or an associate of a Bidder, Contractor 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

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Director General, ESIC.
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/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director General, ESIC and recuse himself / herself from that case.
5. 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.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she 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 non-binding 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.
7. The Monitor will submit a written report to the Director General, ESIC 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.
8. If the Monitor has reported to the Director General, ESIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director General, ESIC 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.
9. The word 'Monitor' would include both singular and plural.

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, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Director General, ESIC.

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. Nahan.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. 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.
- 5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 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)

(For & On behalf of Bidder /Contractor)
(Office Seal)

Place_____
Date_____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

INTEGRITY PACT**To,**

.....,
.....,
.....

Sub: - Hiring of CAG empaneled CA Firm in ESIC Hospital, Kala Amb, Himachal Pradesh.**Dear Sir,**

It is hereby declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

Yours faithfully

**The Medical Superintendent,
ESIC Hospital,
Kala Amb, Himachal Pradesh-173030.**

Independent External Monitor (IEM) for overseeing and implementation of Integrity Pact in ESIC :-

- 1. Shri Vidya Bushan Kumar (IFoS) Retd** (Mob 9779156123, 7899294433, E-mail Id vbkifs@gmail.com, vbk33@yahoo.com)
- 2. Dr Sarat Kumar Acharya, Ex CMD, NLC** (Mob No 9442118060, 8754498285, Email Id:- sarat777@rediffmail.com)

INTEGRITY PACT
(On Bidder's Letter Head)

To,
The Medical Superintendent,
ESIC Hospital,
Kala Amb, Himachal Pradesh-173030.

Subject: - Hiring of CAG empaneled CA Firm in ESIC Hospital, Kala Amb, Himachal Pradesh.

Dear Sir,

I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article - 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

Between

Employee State Insurance Corporation (ESIC) hereinafter referred to as "**The Principal**",

and

M/S _____ hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of CAG empaneled CA Firm in ESIC Hospital, Kala Amb, Himachal Pradesh**. 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 Independent External Monitors (IEMs) 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 IPC/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)

- a) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution. 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 cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; 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 Suppliers" is placed at (page nos. 6-7) Foreign.
- e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

1. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their 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 placed at (page nos. 8-17).

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 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

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. 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)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or of an employee or a representative or an associate of a Bidder, Contractor 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

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Director General, ESIC.
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/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director General, ESIC and recuse himself / herself from that case.
5. 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.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she 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 non-binding 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.
7. The Monitor will submit a written report to the Director General, ESIC 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.
8. If the Monitor has reported to the Director General, ESIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director General, ESIC 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.
9. The word 'Monitor' would include both singular and plural.

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, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Director General, ESIC.

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. Nahan.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 4. 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.
- 5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 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)

(For & On behalf of Bidder /Contractor)
(Office Seal)

Place_____

Date_____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)
