



ಕಾರ್ಮಿಕರಾಜ್ಯವಿಮಾನಿಗಮ
ಕಾರ್ಮಿಕಮತ್ತುಉದ್ಯೋಗಸಚಿವಾಲಯ,
ಭಾರತಸರ್ಕಾರ
ಕರ್ಮಚಾರಿರಾಜ್ಯವಿಮಾನಿಗಮ
ಶ್ರಮವೈದ್ಯಕೀಯಮಂತ್ರಾಲಯ,
ಭಾರತಸರ್ಕಾರEMPLOYEES' STATE
INSURANCE CORPORATION
Ministry of Labour & Employment,
Govt. of India



ವೈದ್ಯಕೀಯಕಾಲೇಜು,ಪಿ.ಜಿ.ಐ.ಎಂ.ಎಸ್.ಆರ್ಮೆಡಾಂಪತ್ನಿ
ಸೇಡಂರಸ್ತೆ,ಕಲಬುರಗಿ, ಕರ್ನಾಟಕ- 585106
ವಿ. ಮಹಾವಿದ್ಯಾಲಯ,ಪಿಜಿಆರ್‌ಎಮ್‌ಎಸ್‌ಆರ್‌ಆರ್‌ಆಸ್ಪತ್ರೆ
ಸೇಡಂರಸ್ತೆ, ಕಲಬುರಗಿ, ಕರ್ನಾಟಕ - 585106
MEDICAL COLLEGE, PGIMSR & HOSPITAL
SEDAM ROAD, KALABURAGI, KARNATAKA-585106
Phone No:08472-265546/47/48
Email: deanmc-gb.kar@esic.nic.in
Website: www.esic.gov.in

NOTICE

Tender for CAG Empanelled Agency

Opening Date:	02.12.2025
Closing Date:	14.12.2025
Contact Email Id:	deanmc-gb.kar@esic.nic.in

Sd/
Dean

Hiring CAG Empanelled CA Firm at ESIC MC&H, KALABUARGI.

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. Dean, ESIC MC&H, Kalaburgi is looking to engage C&AG empanelled Chartered Accountant (CA) firms by least cost system , (Rule 194 of FGR 2017) 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 2025-26 (which may be extended till finalization of Accounts).

Location of Work: Empanelled CA Firm has to provide services at ESIC MC&H, Kalaburgi.

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. Documentary proof of the same must be submitted.

2.3 Average annual turnover of firm for the last three years (2022-2025) 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) 2025-26 Accounts and finalization of March (Final) /Annual Accounts 2025-26

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):
- Verification in case of asset disposal-recording of depreciation, gain/loss booking.
 - Classification of Annual repair, maintenance and special repair maintenance.
 - Debt, Deposit reconciliation and advances receipts.
 - Provision evaluation/calculation.
 - Inventory accounting.
 - Super specialty treatment (SST) advances (if any).
 - Salary calculation, special reference to the people on deputation and hired on contractual basis for special services.
 - Verification of classification and payment with respect to instructions by ESIC for On-account payment, PIP etc. made to States.
 - 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 MC&H will be submitted in single hard copy to the Administrative Head and the Finance head of the ESIC MC&H. Further, the Administrative Head and the Finance head of the ESIC MC&H 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 deanmc-gb.kar@esic.nic.in any other email as per request of the Dean, ESIC MC&H may direct the Empaneled 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 Dean, ESIC MC&H, Kalaburagi.

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 Kalaburagi 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, Dean, ESIC MC&H, Kalaburagi 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 MC&H, Kalabuargi will lie with the empanelled Firm.

8.8 Notwithstanding anything contained herein above, ESIC MC&H, Kalabuargi 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 MC&H, Kalabuargi during the working hours of ESIC MC&H, Kalabuargi 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 MC&H 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 Dean, ESIC MC&H, Kalaburgi 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 **Kalaburgi, Karnataka, 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.

9. Financial Cost

The Estimated cost for Financial Audit of ESIC MC&H Kalabuargi is Rs 12,000/- per visit. For 12 visits, the total cost is Rs 1,44,000/-

10. List of enclosures

Bidder should number the pages of Technical Bid and provide an index indicating the page number of each document submitted. The index should be place on the top of the Technical Bid. Each page and all details provided should be duly signed by the owner/authorized signatory. All undertakings provided shall be on the letter head of the company (if applicable) 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 –Bid Form.
4. Annexure D– Declaration
5. Annexure E–Declaration regarding Blacklisting/Non-Blacklisting
6. Annexure F–Financial capability of Bidder
7. MSME/MSE Certificate, if applicable.
8. CAG Empanelment Certificate
9. PAN Card of the Firm.
10. GST Registration Certificate of the Firm.
11. Registration Certificate of the CA Firm.
12. Integrity Pact-Annexure G

[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	
FIRMDetails		
3.	(a) Registered Office Address	
	(b) Telephone No.	
	(c) Fax No.	
	(d) e-mail id	
FIRMREGISTRATIONDETAILS		
4.	(a)Registration No. of firm with ICAI	
	(b)PAN No.	
	(c)GST Registration No.(if applicable)	
	(e)TAN No.	
	(f)CAG's Empanelment Number	
Details of Firm's Bankers		
5.	(a)Name & Address of the Bank	
	(b)IFSC No.	
	(c)Account No. of the Firm	
6.	Whether undertaking to the effect of declaring that Firm has not been debarred/disqualified by ICAI or any Other regulatory authority, is enclosed	Yes/No

(Proof to be attached for all above information failing which the tender will be treated as invalid/incomplete)

*Please use additional sheet for more details, if necessary.

Date :

Signature of tenderer with seal

Place :

(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, Name, Designation, contact telephone/fax no of the officer concerned	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

BID FORM

To,

The dean
ESIC MC&H,
KALABUARGI

Sub: - Tender for Hiring CAG Empanelled Chartered Accountancy Firm for **FY 2025- 26** at ESIC MC&H, Kalaburagi – reg.

Dear Sir,

We the undersigned Bidder, having read and examined in details the specifications and other documents of the GeM Bid No..... dated-.....-2025, do hereby propose to execute the job as per scope of work (**Section - 3**) as set forth in your bid documents.

The prices of all items/services stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices/rates and other terms & conditions of this proposal are valid for a period of 60 (sixty) days only from the date of opening of bid. We further declare that prices/rates stated in our proposal are in accordance with your bidding.

We declare that items/services shall be executed strictly in accordance with the specifications/scope of work and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide items/services as specified in tender document. We fully understand that the procurement/services are the essence of the job, if awarded.

We agree that ESIC MC&H Office reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder/Contractor without any explanation to Bidder/Contractor and his decision on the subject will be final and binding on Bidder/Contractor.

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

DECLARATION

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.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents
from Page No. 01 to 14 (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.

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.

The corrigendum(s) issued from time to time by your department/organization too have all been
taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender
document(s) in its totality / entirety.

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.

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 –E

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING

I/We Proprietor/Partner(s)/Director(s) of M/s..... hereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I/We proprietor/partner(s)/Director(s)of M/S..... hereby declare that the firm/company namely M/S.....was blacklisted or debarred by any Government Department from taking part in Government tenders for a period ofyears w.e.f. the period over on And now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by ESIC MC&H, Kalabuargi shall be forfeited. In addition to the above ESIC MC&H, Kalabuargi will not be responsible to pay the bills for any completed/partially completed work.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

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– F

FINANCIAL CAPABILITY OF BIDDER

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

#	Financial Year	Turnover in Indian Rupees
A	2022-2023	
B	2023-2024	
C	2024-2025	

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the above mentioned financial years shall submit as supporting evidence.

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

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

Annexure-G

INTEGRITY PACT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To,
The Dean,
ESIC Medical College & Hospital,
Kalaburagi – 585106.

Subject: Integrity Pact for the Services of- Reg.

Sir/ Madam,

1. I/We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.
2. I/We agree that the bid 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 bid.
3. 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' of the enclosed Integrity Agreement.
4. 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.

Date:

Place:

**(Signature of Bidder) Name and Address
of the Bidder**

ARTICLE - INTEGRITY PACT DOCUMENT

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

PRE-CONTRACT INTEGRITY PACT

1. General

1. This pre bid-contract Agreement (herein after called the Integrity Pact) is made on _____ the day of the month of _____ year _____ Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government India acting through (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Party and M/s _____ represented by, _____ Chief Executive Officer (herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires successors in office and assigns) of the Second Party. WHEREAS the BUYER proposes to procure services (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.
2. Whereas the Bidder is a private company/ public company/ partnership/ proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a performing its functions on behalf of _____ of India.

2. Objectives

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

1. Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

3. Commitments of Buyer

The Buyer commits itself to the following:

1. The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
2. The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
3. All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the

Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

5. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contractor in furtherance to secure it and in particular commits himself to the following:

1. The Bidder will not offer, directly or through intermediaries, any bribe gift, consideration, reward, favour, any material or immaterial benefit other advantage, commission, fees, brokerage or inducement to an official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promise to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fee brokerage or inducement to any official of the Buyer or otherwise procuring the Contract or for bearing to do or having done any act relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract impair the transparency, fairness and progress of the bidding process, evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corruption practice, unfair mean sand illegal activities.
5. The Bidder further confirms and declares to the Buyer that the Bidder the original manufacturer/ integrator/ authorized government sponsored export entity of the defense to resend has not engaged any individual firm or company whether Indian or foreign to intercede, facilitate or in an way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor the any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
6. The Bidder, either while presenting the bid or during pre-contra negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the Buy or their family members, agents, brokers or any other intermediaries connection with the contract and the details of services agreed upon for such payments.
7. The Bidder shall not use improperly, for purposes of competition personal gain, or pass on to others, any information provided by the Buy as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electron data carrier. The Bidder also under takes to exercise due and adequate care lest any such information is divulged.
8. The Bidder commits to refrain from giving any complaint directly through any other manner without supporting it with full and verifiable facts.
9. The Bidder shall not instigate or cause to instigate any third person commits any of the actions mentioned above.

6. Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country

in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, Bidder can be dis qualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Earnest Money / Security Deposit

1. Bidders are required to furnish valid Bid Security declaration in the prescribed format.
2. The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.
3. In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
4. The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
5. No interest shall be payable by the Buyer to the Bidder(s) on Security De posit for the period of its currency.

8. Company Code of Conduct

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

9. Sanctions for Violation

1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:
 - a. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - b. The Security Deposit/Performance Bond shall stand forfeited either full or partially, as decided by the Buyer and the Buyer shall not be require to assign any reason therefore.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - d. To recover all sums already paid by the Buyer, and in case of an India Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

- f. To cancel all or any other Contracts with the Bidder.
- g. To debar the Bidder from entering into any bid from the Government India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- h. To recover all sums paid in violation of this Pact by Bidder(s) to a middle man or agent or broker with a view to securing the contract.
- i. If the Bidder or any employee of the Bidder or any person acting behalf of the Bidder, either directly or indirectly, is closely related to a of the officers of the Buyer, or alternatively, if any close relative of officer of the Buyer has financial interest/stake in the Bidder's firm, then same shall be disclosed by the Bidder at the time of filing of tender. A failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of competent court; son or daughter or step son or step daughter an wholly dependent upon Government servant, but does not include child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant h been deprived of by or under any law; any other person relate whether by blood or marriage, to the Government servant or to t Government servant's wife or husband and wholly dependent upon Government servant.
- k. The Bidder shall not lend to or borrow any money from or enter in any monetary dealings or transactions, directly or indirectly, with an employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall entitled to deduct the amount so payable from the money(s) due to t Bidder.
- l. In cases where irrevocable Letters of Credit have been received respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

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

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

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

12. Law and Place of Jurisdiction This Pact is subject to Indian Law. The place of performance and jurisdiction is these at of the Buyer i.e. ESIC Medical College & Hospital, Kalaburagi

13. Other Legal Actions the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. Validity

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to period of warranty/maintenance contract as mentioned in the bid document or the complete execution of the contract to the satisfaction on of both the Buyer and the Bidder/Seller, whichever is later.
- b. Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to co me to an agreement to their original intentions.

15. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

16. The Parties here by sign this Integrity Pact at _____ on _____.

ESICMCH, Kalaburagi (1st Party)

BIDDER (2nd P arty)

(Office Seal)

(Office Seal)

Witness:

1.

2.