



## **National Board of Examinations in Medical Sciences**

(An Autonomous Body under Ministry of Health and Family Welfare, Government of India)

WWW.NATBOARD.EDU.IN, EMAIL ID: [ADMIN.SO@NATBOARD.EDU.IN](mailto:ADMIN.SO@NATBOARD.EDU.IN)

### **Contract No: EOI/Insurance Broker cum Advisor /2025**

#### **Expression of Interest (EOI) for Selection/Appointment of an Insurance Broker cum Advisor**

### **EOI Document**

**National Board of Examinations in Medical Sciences  
Medical Enclave, Ansari Nagar, Mahatma Gandhi Marg, Ring Road, New  
Delhi, Delhi - 110029**

For any clarifications kindly contact: General Administration Section, Medical Enclave, Ansari Nagar, Mahatma Gandhi Marg, Ring Road, New Delhi, Delhi - 110029; Tel. 011- 45593000; email- [admin.so@natboard.edu.in](mailto:admin.so@natboard.edu.in)



NBEMS

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**NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR  
ENGAGEMENT OF INSURANCE BROKER CUM ADVISOR FOR  
NATIONAL BOARD OF EXAMINATIONS IN MEDICAL SCIENCES  
(NBEMS)**

**Ref No. D-38011/1/2025-GA**

**Date: 27.06.2025**

<b>Sl. No</b>	<b>Particulars</b>	<b>Description</b>
1	SUBJECT OF EOI	National Board of Examinations in Medical Sciences (NBEMS) invites Expression of Interest from IRDAI licensed General Insurance Broker cum Advisor for assisting NBEMS in its Insurance portfolio management which includes Property/Asset, Liability insurance etc. The selected Insurance Broker cum Advisor will advise and assist NBEMS in pre-placement, placement & post placement services of various Insurance Policies <b><u>at no cost to NBEMS.</u></b>
2	DUE DATE, TIME, AND PLACE FOR SUBMISSION OF EOI	National Board of Examinations in Medical Sciences (NBEMS) General Administration Section, Medical Enclave, Ansari Nagar, Mahatma Gandhi Marg, Ring Road, New Delhi, Delhi - 110029, before 03:00 PM on 04.07.2025.

**Note:**

1. NBEMS reserves the right to reject any or all the offers in part or full without assigning any reasons whatsoever.
2. NBEMS is not liable for the cost incurred in the preparation of Expression of Interest and submission and not liable for any other cost whatsoever it may be.
3. Expression of Interest documents can be downloaded from the website [www.nbems.edu.in](http://www.nbems.edu.in).
4. EOI needs to be submitted in hard copy in a sealed envelope.
5. Offers should invariably be kept open for 90 days to be reckoned from the date of opening of offer.

Proposals should be super scribed with "EOI for appointment of Insurance Broker cum Advisor" Ref No... D-38011/1/2025-GA dated 27.06.2025 along with bidder's name and address on the envelope and the same is required to be dropped in the Box placed in the office of:

"National Board of Examinations in Medical Sciences (NBEMS) General Administration Section, Medical Enclave, Ansari Nagar, Mahatma Gandhi Marg, Ring Road, New Delhi, Delhi - 110029", before 03:00 PM on 04.07.2025.

Proposal received after the due date and time is liable to be rejected and decision of NBEMS in this regard shall be final and binding.

# **National Board of Examinations in Medical Sciences**

National Board of Examinations in Medical Sciences (NBEMS) is an autonomous body under the Ministry of Health and Family Welfare, Government of India. The Government of India established the NBEMS in 1975 with the objective of improving the quality of the Medical Education by establishing high and uniform standards of postgraduate examinations in modern medicine on an all-India basis and utilizing existing infrastructure for capacity building.

NBEMS at present conducts postgraduate and postdoctoral examinations in approved specialties leading to the award of Diplomate of National Board (DNB) and Doctorate of National Board (DrNB) respectively. The Examinations conducted by NBEMS provide a common standard and mechanism of evaluation of minimum level of attainment of the knowledge and competencies of medical specialties. Moreover, intra country and international comparisons are facilitated with the availability of common evaluation mechanism.

The nomenclature of the qualification awarded by the National Board of Examinations in Medical Sciences (NBEMS) is "Diplomate of National Board" (DNB), "Doctorate of National Board" (DrNB) & "Fellow of National Board" (FNB). These qualifications awarded by NBEMS in various Broad Specialties, Super specialties and Sub-Specialties are approved by the Government of India and included in the First Schedule of IMC (repealed) Act 1956 / NMC Act 2019.

The Govt of India has issued notifications time to time in the Gazette of India recognizing the qualifications awarded by National Board of Examinations in Medical Sciences.

NBEMS qualifications have been recognized as per provisions of the section 37 of the National Medical Commission Act, 2019. The equivalence of NBEMS qualifications with the corresponding MD/MS or DM/MCh qualifications awarded under the ambit of NMC has also been defined in the above mentioned NMC Act.

The dire need of specialists in the country has been long felt and NBEMS is contributing to a great proportion of this need through its DNB, DrNB and FNB alumni. The NBEMS has accredited more than 1600 institutions across the country in more than 80 disciplines of modern medicine. NBEMS is contributing around 16000 DNB/DrNB/FNB seats to the pool of Post Graduate, Doctoral and Post-Doctoral seats in the country.

The very basis of creation of NBEMS was to address the issue of a uniform standard of medical education across the country. As on date the NBEMS has successfully established a robust mechanism of uniform accreditation, uniform education and uniform examination for Post Graduate and Postdoctoral Medical Disciplines in the country which has been Internationally acclaimed.

## **2. SCOPE OF WORK FOR THE INSURANCE BROKER CUM ADVISOR**

The scope of work for the Insurance Broker cum Advisor covers the following aspects. However, NBEMS may enlarge or modify the scope of work at any point of time depending upon its needs:

1. The selected Broker shall have to sign a non-disclosure agreement with NBEMS.
2. NBEMS reserves the right to seek recommendation on any existing tender terms and conditions from the Insurance Broker cum Advisor for the below scope of work. The final decision would be that of NBEMS. The strategy of NBEMS would be maximum risk coverage with minimum premium output. The services rendered by the Insurance Broker cum Advisor shall be free of cost and NBEMS shall not entertain any request for remuneration or any request for re-imbusement. The bidder shall be eligible to earn brokerage from the shortlisted insurer as per applicable regulations by IRDAI.
3. Evaluation of various Insurance needs of the NBEMS, customization, design, and placement of Insurance Policy.
4. Functioning as a Strategic Insurance Broker cum Advisor for NBEMS and assisting NBEMS in pre-placement, placement, and post placement process of the Insurance programme.
5. Preparing tender documents and sending to the Insurance companies, finalizing the terms & conditions thereof including but not limited to coverage, excess, exclusions, period of indemnity, policy wordings, policy clauses and warranties.
6. Validation and Forecasting of Additional Coverage Benefits,
7. Facilitating Insurer meetings & assisting in negotiating the best price from the Insurers.
8. Claim monitoring & Periodic Review.
9. Provide Servicing Support in Designing the Service Level Agreement to be signed between all three parties Insurance Company, Broker and NBEMS highlighting the scope of services and timeliness.
10. The appointed Insurance Broker cum Advisor shall/should confirm that Insurance consultancy services will be at no direct cost/free of cost of NBEMS, who shall not pay any kind of brokerage/fees/remuneration etc. for the services rendered by the Insurance Broker cum advisor to NBEMS. NBEMS shall neither entertain any request for remuneration/fees etc. nor any claim for remuneration/reimbursement of expenses/losses. The bidder shall be eligible to earn brokerage from the shortlisted insurer as per applicable regulations by IRDAI.
11. Scrutinizing the wording of the final policy documents to protect NBEMS's interest in regards to loss indemnification.
12. Assisting in speedy realization of premium refunds wherever applicable.
13. Notwithstanding the scope of work above, NBEMS reserves the right on whether to engage the Insurance broker cum Advisor in its future tenders/contract Or, under condition that only the services from selected Insurance broker cum advisor is taken, if required.

## **2 A) Claims Management**

- a. Coordinating with insurers for immediate intimation and survey.
- b. Resolving various queries of insurers / surveyors during claim processing.
- c. Guidance in relation to interpretation of policy wording/conditions, warrant times, deductibles etc. during claims processing.
- d. To assist in verification of documentation as required by insurer / surveyor in pursuit of claim settlement.
- e. Coordinating with Insurance Companies, surveyors etc. for prompt settlement of claims.
- f. To assist NBEMS in settling the insurance claim from Insurance Company in reasonable time limit as mutually agreed.
- g. To arrange for submission of quarterly report on claim settlement status and pending issues.

## **2.B) Other Services**

- a. Assisting NBEMS in identifying any emerging risk issues, taking any new Insurance Policies etc.
- b. Technical assistance in any Insurance Policies, as and when required.
- c. Keeping NBEMS informed of the latest regulations and guidelines and other notable market developments.
- d. Advising NBEMS, from time to time, on developments in the insurance industry having impact on the company.
- e. To conduct training programs for our executives to explain in detail about the Covers taken, insurance administration and claims.
- f. To engage relevant stakeholders within NBEMS for risk improvement measures & sharing feedback of such exercises.

## **3. Minimum Eligibility Criteria**

The Insurance Broker cum Advisor / Bidder must:

- a. This invitation to the EOI is open to well established registered companies that are incorporated or registered under the Indian Companies Act, 1956/2013, Bidder to submit certified copies of Memorandum of Association (MOA) and Articles of Association (AOA).
- b. Insurance Broking companies must be registered/Issued License by Insurance Regulatory and Development Authority (IRDA) under "General" License category for a continuous period of at least 3 years as on date of issuance of the tender & the license should be valid during the currency of the contract subject to IRDA guidelines, copies of relevant licenses to be submitted.
- c. The Insurance Broking Firms should have a paid-up Equity capital of minimum INR 50 lakhs and average annual turnover/revenue of minimum INR 5 Crores during the last three financial years i.e. 2022-2023, 2023-24 & 2024-25 i.e. aggregate/gross turnover of INR 15 Crores in last 3 financial years stated above. Certified copies of financial statement to be submitted along with certificate of turnover from statutory auditor.
- d. The firm should be profitable for the last 3 completed financial years' up to 31.03.2025 duly certified by the statutory auditor.
- e. Net worth of the company must be positive consecutively for the last 3 completed financial years' up to 31.03.2025 duly certified by the statutory auditor.
- e. The Broking company should have placed premium of at least INR 5 Crores in the last preceding financial years i.e. 2024-25 in the Indian market. The details of documentary proof to be submitted.
- f. The Broking Company should have been duly appointed by and should have successfully provided such services to at least 5 Central/State/Pubic Sector Undertakings (PSU)/ Government companies/Organizations/Institutes for the last three financial years i.e. 2022-2023, 2023-24 & 2024-25, copies of appointment letters/ relevant documents to be submitted.

2. The applicant must have an office established anywhere in Delhi/NCR & shall be able to provide services to NBEMS on PAN India Basis.
3. Hold valid all the statutory registration viz. GST/PAN etc. at the time of submission of EOI.
4. Self-Declaration on Company's letterhead signed by Authorized Signatory for following:
  - a. Not belong to any Industry Group/House.
  - b. The Insurance Broker cum Advisor or any of the partners / members / directors etc. should neither have been disqualified / cancellation of license by IRDAI nor blacklisted / levied any penalty during the last 3 financial years.
5. The Insurance Broker cum Advisor shall be selected based on the criteria at Annexure I.
6. The Insurance Broker cum Advisor **shall submit the signed Integrity Pact as in Annexure II along with other mandatory documents.**

*Note: Valid documentary evidence in support of the above duly attested by the CEO/Authorized Official Signatory/ Principal Compliance Officer, must be submitted, failing which the offer shall be summarily rejected.*

#### **4. SELECTION OF INSURANCE BROKER CUM ADVISOR:**

NBEMS intends to appoint one (01) number of IRDAI approved broker for the insurance jobs as mentioned at sl. no. 1 above based on the ranking as per the bid evaluation criteria, i.e., H1 [with highest marking as per bid evaluation criteria]. The bidders must score minimum 50 marks out of total 100 marks in order to qualify for selection.

#### **5. DISQUALIFICATION:**

The Insurance Broker cum Advisor should be disqualified for the following:

- A. Fail to submit all the required documents for EOI within the due date and time.
- B. Documentary evidence in support of the above mentioned selection criteria is to be submitted with the bid document, duly attested by authorised signatory. Non-compliance of this shall make the bid liable for rejection.
- C. Make misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
- D. Declared ineligible by any company for corrupt and fraudulent practices or blacklisted during the last 03 years.
- E. Fail to provide related clarifications when sought.

#### **6. CONFIDENTIALITY AGREEMENT:**

The documents handled during the tenure of the contract by the Insurance Broker cum Advisor should be treated as strictly confidential and cannot be used for any other purpose other than the matter exclusively related to NBEMS. Post selection for empanelment, the Insurance Broker cum Advisor shall sign a Non-Disclosure Agreement with NBEMS.

All pages of the bidders EOI must be signed by the authorised signatory with page serial numbers. The documents should be arranged in sequence as mentioned in the EOI.

#### **7. DURATION OF CONTRACT**

The initial period of engagement would be for 3 years which may be further extended for a period of 1 year based on performance purely at NBEMS's discretion. NBEMS reserves the right to terminate the appointment after completion of the policy year(s) or after giving 2 months' notice, if the services are not satisfactory.

## 8. OTHER CONDITIONS:

- a) At any time prior to the deadline for submission of proposal, NBEMS may for any reason, modify the proposal. The prospective Bidder shall be notified of amendment, if any and such amendment shall be binding on the Bidders.
- b) During presentation, NBEMS may seek clarifications with respect to the Bids submitted by the Bidders. The bidders should respond with the explanation within the specified time..
- c) NBEMS reserves the right to cancel the complete EOI without assigning any reason whatsoever.

## 9. DECLARATION

Bidder shall confirm and undertake that they have not been banned from Business with respect to Insurance broking & similar business, as on date of submission of the offer as per undertaking given below to be executed by the authorised Signatory or officer replace by authorised signatory of the company. In case at a subsequent date the successful bidder / licensee is found to have been banned for business as given above, NBEMS shall be at liberty to have full rights to cancel the appointment and take other recourse as per law. The declaration should be in the following format.

Bidder shall submit the undertaking for not being banned for business as on date of submission of offer as per undertaking given below:

**(On letter-head)**

**To be signed by the principal compliance officer of the company.**

*"I/We do hereby undertake & confirm that the Government Department/PSU, IRDA, SEBI etc. have not banned/debarred business with us with respect to Insurance broking & similar business as on the date of submission of offer.*

*Also, any work executed by us with respect to Insurance broking & similar business either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by NBEMS or any government department/PSU after award of contract to us during last 3 years (As on date of a submission of offer) due to non-performance either on our own or as a member of JV/Consortium.*

*I/We also hereby declare that there is no case with the Police / Court / IRDA / SEBI / Regulatory authorities against me. I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Financial Institution / Court etc. during the previous 3 years. I/We certify that I/We am not involved in any scam or disciplinary proceedings settled or pending adjudication. I/We also hereby declare that all information, material to the decision of empanelment has been disclosed in this document and nothing has been concealed and / or withheld. I/We hereby undertake and confirm that I/We have understood the scope of work properly and shall comply with the terms of engagement".*

Signed/stamped/Date.

Authorised Signatory



## 10. ENCLOSURES:

- A. Covering letter on letterhead.
- B. Copies of Certificate of Registration
- C. Copy of latest license / accreditation issued by IRDA.
- D. Copies of Audited Balance Sheet and Profit Loss statements for the past 3 financial years as on 31.03.2025.
- E. CA Certificate for proof of premium placement of at least INR 5 Crores in FY 2024-25.
- F. Copies of PSU's/ Government-customers empanelment letters or policy copies.
- G. Self-Certified list of office(s) with communication address, name and contact of the Insurance Broker cum Advisor in Delhi/ NCR.
- H. PAN and GST Registration Certificate
- I. Self-Certification / Declaration on letterhead for pt. 2.4a & 2.4b under Minimum Eligibility Criteria.
- J. Declaration as mentioned in pt. 8 on the Company's letterhead signed by the Authorized Signatory.

## 11. ARBITRATION:

- i. In the event of any dispute or difference between the parties hereto as to the construction, operation and interpretation of this contract/tender document or the respective rights and liabilities of the parties on any matter in question, the Parties agree to use their best efforts to resolve all disputes in prompt, and equitable manner.
- ii. In the event, the Parties are unable to resolve the dispute as has been mentioned in the preceding clause (i), either party by way of submitting a demand in writing, refer the dispute to Arbitration comprising of a Sole Arbitrator to be appointed with the consent of both the parties from the list of Empanelled Arbitrators maintained by NBEMS. The demand made in writing shall specify the matters which are in question, or subject of dispute or difference as also the amount of claim. Further, only such disputes or differences in respect of which demand has been made, together with counter claims or set off given by NBEMS shall be referred to Arbitration and other matters shall not be included in the reference.
- iii. If the Arbitrator so appointed refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/her office/offices or is unwilling to perform his/her function as an Arbitrator for any reason whatsoever, or fails to act without undue delay, the parties shall appoint any Arbitrator to act In his/her place in the same manner in which the earlier Arbitrator was appointed.
- iv. In case the parties are unable to agree on the name of the Sole Arbitrator as has been specified above, both the parties shall appoint their respective Arbitrators from the list of Empanelled Arbitrators, who shall thereafter appoint the Presiding Arbitrator for adjudication of dispute by the so constituted Arbitral Tribunal. Arbitration shall be subject to the provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time)
- v. The Award of the Arbitral Tribunal shall be final and binding on both the parties to the contract/tender.

- vi. The venue and seat of Arbitration shall be at New Delhi. The fees and other expenses of the Arbitration shall be borne jointly by both the parties in terms of NBEMS circular/guidelines.

## **12. TERMINATION OF CONTRACT**

NBEMS reserves the right to terminate the contract by giving a one (1) month notice to the Insurance broker cum Advisor.

- a) In the event of defaults mentioned hereunder, NBEMS may issue a notice of 15 days to the Insurance Broker cum Advisor to remedy or make good such breach and in spite of such notice in writing, the Insurance Broker fails to remedy the breach, it shall be lawful for NBEMS to terminate the contract. The decision in this regard shall be final and binding on the Insurance Broker cum Advisor.

### b) EVENTS OF DEFAULT AND TERMINATION OF CONTRACT:

Any of the following events shall constitute event of default by the Insurance Broker cum Advisor:

1. Consistent problems in the content.
2. Incorrect commercial statements.
3. Non-payment of any dues to NBEMS.
4. Negligence in responding to NBEMS related to services offered to NBEMS.
5. Wrong MIS reporting.
6. Usage of NBEMS online retail booking data for any other commercial usage other than servicing the booking.
7. Any other act which is against the interest of NBEMS.

- c) in case of serious and repeated defaults by Insurance Broker cum Advisor NBEMS shall be entitled to terminate the contract without any notice.

## **13. INDEMNITY:**

The company hereby agrees to indemnify and shall keep indemnified and hold harmless, NBEMS and its management, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of his contract or arising from any breach of non-compliance what so ever by the company or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises.

#### **14. LAWS GOVERNING THE CONTRACT**

- 1.This contract shall be governed by the laws of India.
- 2.Irrespective of the place of performance or place of payment under the contract, the contract shall be deemed to have been made at New Delhi.

#### **15. JURISDICTION OF COURTS**

The Courts at New Delhi shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

#### **16. BID EVALUATION**

- 1.The bids will be evaluated based on points obtained by the bidders as per the Evaluation Parameters given in Annexure- I. The successful bidder will be selected based on highest number of points obtained.
- 2.In the Condition of a Tie between two or more than two brokers, the Bidder with the highest average annual turnover in the last 3 years shall be selected as an exclusive & sole insurance broker cum Advisor by NBEMS

## EVALUATION PARAMETERS

Annexure I

S N	Parameters	Supporting document	Maximum Marks
1	Insurance Broking Company must be registered/Issued License by Insurance Regulatory Development Authority (IRDA) under "General" License category for a continuous period of at least 3 years as on 01.04.2025.	Copy of License certificate and all renewals thereof issued by IRDAI attested by authorized signatory of the bidder	25
	3 years to upto 6 years		15
	Above 6 years to upto 9 years		20
	Above 9 years		25
2	The Insurance Broking Firms should have minimum average annual revenue/turnover of minimum INR 5 Crores from their Indian operations during the last three financial years i.e., 2022-23, 2023-24, 2024-25 (i.e., gross turnover of INR 15 crores in last 3 specified financial years).	Audited Annual Report with Balance sheet & Profit & Loss statement of concerned FY's to be submitted signed by the Authorized Signatory	25
	Average annual turnover/ Revenue above INR 5 crores and Up to INR 10 crores for last 3 Financial Year (FY)		10
	Average annual turnover/ Revenue above INR 10 crores and Up to INR 15 crores for last 3 FY		15
	Average annual turnover/ Revenue above INR 15 crores for last 3 FY		25
3	The Company should have placed total Premium of at least INR 5 Crores in the last financial year 2024-25 in the Indian market.	CA Certificate needed countersigned by the Authorised Signatory	25
	Premium placed upto INR 5 crores for last FY 2024-25		05
	Premium placed above INR 5 crores and Up to INR 10 crores for last FY 2024-25:		10
	Premium placed above INR 10 crores and Up to INR 15 crores for last FY 2024-25		15
	Premium placed above INR 15 crores and Up to INR 20 crores for last FY 2024-25		20
	Premium placed above INR 20 crores for last FY 2024-25		25
4	The Company should have been appointed & Successfully provided such services to at least 5 no of Central/State/Pubic Sector Undertakings (PSU)/ Government companies/Organizations/Institutes during the last 3 Financial Years i.e. 2022-23, 2023-24, 2024-25	Broker should provide the copies of Central/State/Pubic Sector Undertakings (PSU)/ Government companies/Organizations/Institutes customers empanelment letters or policy copies.	25
	Note: The Letter of appointment issued by various Central/State/Pubic Sector Undertakings (PSU)/ Government companies/ organisations shall only be		

	counted for evaluation.		
	Appointed & successfully provided such services up to 5 no of Central/State/Pubic Sector Undertakings (PSU)/ Government companies/Organisations/Institutes during the last 3 Financial Years i.e. 2022-23, 2023-24, 2024-25		10
	Appointed & successfully provided such services to more than 5 no of and Up to 10 no. of Central/State/Pubic Sector Undertakings (PSU)/ Government companies/Organisations/Institutes during the last 3 Financial Years i.e. 2022-23, 2023-24,		15
	Appointed & successfully provided such services to more than Central/State/Pubic Sector Undertakings (PSU)/ Government companies/Organisations/Institutes during the last 3 Financial Years i.e. 2022-23, 2023-24, 2024-25		20
	Appointed & successfully provided such services to more than 15 no of Central/State/Pubic Sector Undertakings (PSU)/ Government companies/Organisations/Institutes during the last 3 Financial Years i.e. 2022-23, 2023-24, 2024-25		25

**INTEGRITY PACT**

**Between**

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

**“The Principal”**

and

.....hereinafter referred to as

**“The Bidder/Contractor”**

**Preamble**

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

### **Section 5 – Previous transgression**

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

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

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

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

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

### **Section 8 – Independent External Monitor / Monitors**

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

### **Section 9 – Pact Duration**

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

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



**Section 10 – Other provisions**

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

\_\_\_\_\_

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1 :

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 2 :

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GUIDELINES ON BANNING OF BUSINESS DEALINGS**

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## 1. Introduction

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

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

## 2. Scope

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

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

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

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

These guidelines apply to all the offices of NBEMS.

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

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

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

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

#### 4. Initiation of Banning / Suspension

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

#### 5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Established litigant nature of the Agency to derive undue benefit;

Continued poor performance of the Agency in several contracts;

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

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

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

## 7. Banning of Business Dealings

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

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

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

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

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

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

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

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

#### 9. Show-cause Notice

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

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

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

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

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

#### 10. Appeal against the Decision of the Competent Authority

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

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

#### 11. Review of the Decision by the Competent Authority

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

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

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

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

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

**INDEPENDENT EXTERNAL MONITOR (IEM)**

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