



# **റീജിയണൽ ഓഫീസ് (കേരളം**) **എംപ്ലോയീസ് സ്റ്റേറ്റ് ഇൻഷുറൻസ് കോർപ്പറേഷൻ** ത്രോഴിൽ മന്ത്രാലയം, ഭാരത സർക്കാർ) പഞ്ചദീപ് ഭവൻ, നോർത്ത് സ്വരാജ് റൗണ്ട്, തൃശ്ശൂർ - 680020

# क्षेत्रीय कार्यालय (केरल) कर्मचारी राज्य बीमा निगम (श्रम एवं रोज़गार मंत्रालय, भारत सरकार) पंचदीप भवन, उत्तरी स्वराज राउंड, तृश्शूर-680020

# REGIONAL OFFICE (KERALA) EMPLOYEES' STATE INSURANCE CORPORATION

(Ministry of Labour & Employment, Govt. of India) PANCHDEEP BHAVAN, NORTH SWARAJ ROUND, THRISSUR-680020

वेबसाइट /Website : www.esic.nic.in ई-मेल / e-mail : <u>rd-kerala@esic.nic.in</u>

*दूरभाष/Phone No*: : 0487 2331080 / 2331351/ 2331412 / 2331437, फैक्स /Fax No: 0487 2338441

**E-Tender Document** 

# HIRING OF CHARTERED ACCOUNTANT FIRM

FOR IT & GST TDS AND CONNECTED WORKS OF ESIC REGIONAL OFFICE, THRISSUR, KERALA

E-Tender no. ESIC.54.F.24.12.3.2019.Genl/24 dated 03.07.2024 <u>e-TENDER NOTICE</u>

#### INVITATION OF TENDERS THROUGH e-PROCUREMENT SYSTEM FOR HIRING A THRISSUR BASED CHARTERED ACCOUNTANT FIRM FOR SERVICES AT ESIC REGIONAL OFFICE, THRISSUR, KERALA

Availability of tender documents online: - https:// eprocure.gov.in/eprocure/app & ww.esic.nic.in	<b>03.07.2024</b> (5 PM) <b>– 18.07.2024</b> (3 PM)
Start date & time for online submission of bid	<b>03.07.2024</b> (5 PM)
Last date & time for online submission of bid	<b>18.07.2024</b> (3 PM)
Pre-Bid Meeting	<b>2 PM</b> on <b>05.07.2024</b> at: - General Branch, 3 <sup>rd</sup> Floor, Regional Office, ESI Corporation, Panchdeep Bhawan, Swaraj Round North, Thrissur-680020 (Kerala)
Online Technical Bid opening date & time	<b>19.07.2024</b> - 3 PM
Online Financial Bid opening date & time	Shall be intimated after evaluation of the Technical Bids
Bid Processing Fee / Charges	Nil
Earnest Money Deposit	Rs.1,480/-
Performance Security / Security Deposit	A sum equivalent to 3% of the Bid Value

If the date of opening of tender is declared a public holiday, the tender shall be opened on the next working day at the same time and venue.

Further notifications / updates / corrigendum / addendum if any shall be uploaded on <u>ESIC</u> <u>Website</u> i.e., www.esic.nic.in & <u>e-procurement portal</u> at https://eprocure.gov.in/eprocure/app

ESIC reserves the right to call upon bidder to submit physical copies of the bid documents, if required.

-Sd-REGIONAL DIRECTOR ESI Corporation, Regional Office, Thrissur

3<sup>rd</sup> July 2024

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#### PROFESSIONAL SERVICES OF CHARTERED ACCOUNTANT AT ESIC REGIONAL OFFICE, (THRISSUR)

Regional Director, Regional Office, ESIC, Thrissur invites e-Tender for providing professional services of Chartered Accountant for 2 years starting from the Financial Year 2024-2025, extendable for further one year subject to satisfactory performance on the same terms and conditions, for carrying out tax related work in respect of filling GSTR-7, 24Q, 26Q returns and issuance of Form-16 etc., as mentioned in the scope of work under Section-6.

#### SECTION - 1: TENDER INVITATION NOTICE

#### 1.1 Preamble: -

Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in Section-2 should be submitted online through Central Public Procurement Portal (CPPP) website: https://eprocure.gov.in/eprocure/app not later than the date & time specified in the Schedule for Invitation to Bid under Clause 1.3.

Prospective Bidders are advised to follow the instructions provided in the "**General Instruction to Bidders**" under Section-2 for e-submission of the bids online through CPP portal for e-Procurement at https://eprocure.gov.in/eprocure/app. Bid documents may be scanned with 100 dpi in black & white option which helps in reducing size of the scanned document.

Prospective Bidders may also go through General Terms & Conditions under Section-3.

- (i) BID SHALL BE SUBMITTED ONLINE at CPPP website: <u>https://eprocure.gov.in/eprocure/app.</u>
   Note: ESIC shall not be responsible for non-submission of all or any bid documents in the online process due to any reasons whatsoever.
- (ii) Bidder, who has downloaded the tender documents from Central Public Procurement Portal (CPPP) website <u>https://eprocure.gov.in/eprocure/app</u>, shall not tamper/modify the tender form including downloaded price bid template, in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with ESIC for a period as shall be decided by the competent authority.
- (iii) Prospective bidders are also advised to visit the above website (CPP Portal) at least 3 days prior to closing date of the tender for any corrigendum/addendum/ amendment.
- (iv) The prequalification eligibility criteria specified under **Section 4** for the bidders should be fulfilled for consideration of the Financial bid.

1	Name & address of the	General Branch, 3 <sup>rd</sup> Floor, Regional Office, ESI Corporation,
1	Department	Panchdeep Bhawan, Swaraj Round North, Thrissur-680020
2	Name of the Contact Person for any clarification	Branch Officer, General Branch, Regional Office, ESIC, Thrissur, Kerala. Phone:- 0487-2331080 (Extn. 239/208)
3	Bid validity	180 days from the date of opening of Technical bid

# 1.2 Schedule for Invitation to Bid: -

#### 1.3 Important Dates: -

<u>Sl No.</u>	Activity	Date & time
1.	Release / Issue of Tender document (online only)	<b>03.07.2024</b> (5 PM)
2.	Start date & time for submission of Bids (online)	<b>03.07.2024</b> (5 PM)
3.	End date & time for submission of Bids (online)	18.07.2024 (3 PM)
4.	Pre-bid Meeting	<b>04.07.2024</b> (2 PM)
5.	Opening of online Technical Bid	<b>19.07.2024</b> (3 PM)

#### **SECTION – 2:** GENERAL INSTRUCTION TO BIDDERS

2.1 Procedure for submission of online bids on CPP Portal: Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. All the pages of the bid being submitted must be signed and sequentially numbered by the Bidder irrespective of nature of content of the documents before uploading. All the files mentioned should be in .pdf format. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful the CPP for submitting online bids on Portal may be obtained at: "https://eprocure.gov.in/eprocure/app".

# 2.2 <u>Registration</u>: -

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app) by clicking on the link `Online Bidder Enrolment'. Enrolment on the CPP Portal is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This will be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. List of the Certifying Authority who provide DSC is available on CPP Portal under the link "<u>https://eprocure.gov.in/eprocure/app?component=%24DirectLink&page=DSCInfo&service=direct&session=T</u>" else visit the tab '<u>information about DSC</u>' in home page of CPP Portal.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.

Bidder shall login to the site through secured login by entering their user ID / password and with the DSC/e-Token.

# 2.3 Searching for tender documents: -

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc., to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective `My Tenders' folder. <u>This would enable the CPP Portal to intimate the bidders through SMS/e-</u> mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

# 2.4 Preparation of bids: -

- (i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally they can be in .*pdf/.xls/.rar/.dwf* formats. Bid documents may be scanned with 100 dpi with black and white option.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use `My Space' area available to them to upload such documents. These documents may be directly submitted from the `My Space' area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

#### 2.5 Submission of bids online: -

- (i) Bidder should login to the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be solely responsible for non-submission of bids in due time.
- (ii) Bidders have to deposit the Earnest Money (EMD) of ₹ 1,480/- (Rupees One thousand four hundred and eighty only) in the form of Demand Draft drawn in favour of "ESIC Fund A/c No.1" payable at "Thrissur". The interested bidders having experience in similar civil works should upload their bids along with scanned copy of EMD and copies of all the relevant certiticates, documents etc. duly signed in support of their technical and financial bids.
- (iii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iv) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submissions.
- (v) All the documents being submitted online by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.
- (vi) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (vii) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

#### 2.6 Assistance to bidders

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the **24x7 CPP Portal Helpdesk**. The contact number for the helpdesk is **0120-4200462**.

#### SECTION - 3: GENERAL TERMS & CONDITIONS

- 3.1 The interested bidders may upload their bids along with duly signed scanned copies of all relevant certificates/documents etc., in support of their technical and financial bid.
- 3.2 The bid shall be valid for 180 days from the date of opening of the bids.
- 3.3 Each and every page of the tender documents should bear the stamp & sign of tenderer or his authorized representative in acceptance of the terms and conditions laid down by ESIC. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory. Tenders, incomplete in any form, will be rejected outright. Conditional tenders will be rejected outright.
- 3.4 The Technical Bids shall be opened in Room no. 3/2, 3<sup>rd</sup> floor, Regional Office, ESIC, Thrissur, on 23/07/2024 at 3 PM in the presence of such tenderers or their authorized representatives who may wish to be present. For all practical purposes, the e-tender shall be considered for evaluation. However, if necessary, the physical documents would be scrutinized. Details of the tenderers whose Technical Bids have been accepted shall be available in the CPP portal.
- 3.5 The financial bids of only those tenderers, whose technical bids are found to be suitable, will be opened in the presence of the tenderers, who choose to attend opening of financial bids. The date & time of opening the financial bids will be updated in the CPP portal and shall be opened at Room no. 3/2, 3<sup>rd</sup> floor, Regional Office, ESIC, Thrissur. Tenderers/bidders or their authorized representatives may attend the financial bids opening at the designated place, date and time.
- 3.6 The financial bid should be inclusive of all charges and no separate charges will be given.
- 3.7 The successful tenderer will have to deposit a Performance Security Deposit of 3% (Three per cent) of the total bid value, by way of DD (or) Fixed Deposit Receipt (FDR) from a commercial bank and hypothecated in favour of ESIC Fund A/c No. 01, Thrissur valid for 120 days beyond the expiry of period of two years contract and further renewable, if required. The successful Tenderer will have to deposit the Performance Security, execute an agreement in stamp paper and commence the work within 15 days of acceptance of tender. Otherwise, the contract will be cancelled.
- 3.8 The competent authority of ESIC reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.
- 3.9 Any amendment/any corrigendum to this tender will be published on the above websites only and not in print media. Bidders should regularly visit the above websites to keep themselves updated.
- 3.10 A **pre-bid meeting** shall be held on **04/07/2024 at 2.00 PM** at Conference hall, 1<sup>st</sup> Floor, Regional Office, ESIC, Thrissur, to clarify issues connected with the tender. Prospective bidders are invited to attend the pre-bid meeting.
- 3.11 ESIC Regional Office is located at Thrissur. ESIC Regional Office will not provide transport or accommodation to the employees of the Firm in any condition. If the contractor refuses/denies the assignment, after award of work, all the required actions will be taken by ESIC Regional Office to safeguard its interest.
- 3.12 It shall be the responsibility of the bidders to be fully informed/ acquainted / familiarized with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract.
- 3.13 This contract provides that the Contractor or his representatives shall visit ESIC Regional Office at least twice a month. The Contractor shall resolve all relevant issues pertaining to the

transactions for that month to the satisfaction of ESIC authorities. It must be noted that in case the resolution is not found satisfactory, the Contractor shall pay as many additional visits as required for satisfactory resolution of such issues. It is further informed that in case of a deviation, adequate penalty shall be levied on firm out of contract value.

3.14 <u>Award Criteria</u>: The contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest rate for which bids are called, provided further that the bidder has the capability and the resources to carry out the contract works effectively and efficiently.

#### <u>SECTION - 4</u>: ELIGIBILITY CRITERIA\*\*\*

- 4.1 The bidder should have 3 years of experience in handling the work of similar nature (as described under **Section-6** below) in Govt. Offices/PSUs/Autonomous Bodies under Govt, etc. Satisfactory work completion certificate from minimum three work organizations must be enclosed failing which the information is liable to be treated as invalid. Work experience should be within last 7 years.
- 4.2 The firm should not be debarred/disqualified by ICAI or any other regulatory authority. An undertaking to the effect to be enclosed with the Technical bid.
- 4.3 Copy of certificate of practice and PAN Card must be enclosed.
- 4.4 OFFICE OR A BRANCH OFFICE OF THE BIDDER SHOULD BE LOCATED IN **THRISSUR**, **KERALA** ONLY.
- 4.5 The uploaded tender documents should consist of the following: -
  - (i) Complete tender notice including eligibility criteria and terms & conditions of the contract, signed in all pages.
  - (ii) Technical Bid: Annexure-A to Annexure-H
  - (iii) Other relevant information, if any.
- 4.6 The Competent authority reserves the right to relax one or more of the above criteria or any conditions of this e-tender where it is felt that sufficient no. of tenders may not be available for ensuring a fair competition.

#### SECTION - 5: TERMS AND CONDITIONS OF CONTRACT: -

- 5.1 The successful contractor shall sign an agreement with ESIC with standard terms and conditions for providing professional services of Chartered Accountant.
- 5.2 The Contractor (CA) or his representative will have to appear before competent authority as and when required due to exigency of Income Tax related work.
- 5.3 The assigned work shall be undertaken under the supervision of the engaged firm and this office shall only be responsible for providing related documents when called for.
- 5.4 The engaged firm will be responsible for any corrections arising out of their own faults at no further cost to this office.
- 5.5 The Responsibility of correctness and accuracy of the details collected from the records of ESIC Regional Office will lie with the Contractor / Firm.
- 5.6 A reasonable penalty may be imposed on the Contractor / Firm by ESIC Regional Office as decided, if it is found that the Contractor / Firm failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the Contractor / Firm after giving a written notice.

- 5.7 Contractor / Firm will maintain high standards of integrity and professional ethics and morality while handling the work of ESIC Regional Office and dealing with ESIC Regional Office and its officials. If it is found that this condition of confidentiality is compromised by the Contractor / Firm, then ESIC Regional Office will be at liberty to take further steps (e.g., requesting ICAI for cancellation of license) against the Contractor / Firm.
- 5.8 ESIC Regional Office is a Government office and hence, the accounting records and information related to ESIC Regional Office shall be handled by the Contractor / Firm in a confidential manner and must not be shared with any outsider.
- 5.9 Notwithstanding anything contained herein above, ESIC Regional Office reserves the right to discontinue the services of the Contractor / Firm in the event their services are evaluated as unsatisfactory at any time during the period.
- 5.10 Any losses sustained by ESIC Regional Office due to negligence of Contractor/Firm's services in the form of any loss/damage of property (including those attributable to individual employees/manpower engaged by the Contractor/Firm) will be recoverable from the Contractor/Firm, as the money value shall be estimated by ESIC Regional Office. The decision of ESIC Regional Office in this regard will be final and binding on the Contractor/Firm.
- 5.11 The engaged Firm shall provide full details of their representative with qualification etc. Such representative will carry identity card of the firm during visit to this office and shall maintain the decorum of the office.
- 5.12 The personnel deployed shall be healthy, active and individuals of high integrity. Nobody shall have any communicable diseases.
- 5.13 The Contractor / Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
- 5.14 Service charge/consultancy charge or any other charges will not be paid separately for any of the services mentioned in scope of work.
- 5.15 The CA firm shall bear all expenses regarding compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations. Payment to the firm shall be made on basis on submission of bill by the firm and on rendering satisfactory service by the firm.
- 5.16 In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the CA firm.
- 5.17 That CA firm's authorized representative (Owner/Director/Partner/Manager) shall personally contact the DDO / Head of Office at least once a month to get a feedback on the services rendered by the Contractor vis-a-vis corrective action required to make the services more efficient.
- 5.18 The Contractor or his representatives shall visit ESIC Regional Office during the working hours of ESIC Regional Office will be as under: 9:00 AM to 5.30 PM from Monday to Friday. Saturday and Sunday are holiday on account of being weekend days.
- 5.19 In the event of person deputed by CA firm being on leave/absent, the CA firm shall ensure suitable alternative arrangement to make up for such absence.
- 5.20 If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in

such type of activities, should not be further employed in this office by the contractor in any case.

- 5.21 During the period of contract, the rates will be revised with the revision of any taxes by the Government of India.
- 5.22 This Contract may be terminated at any time if the work is not satisfactory.
- 5.23 **Period of Contract**: The Contract shall initially be valid for a period of two years and may be extended further for a period of one year subject to satisfactory performance, on the same terms and conditions and on mutual consent. 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 the contractor in turn has to give three months' notice.
- 5.24 **Payment Procedure**: Payment shall be made on quarterly basis on the production of the bill to this office. No other payment besides the one mentioned for the services in the work order shall be made.
- 5.25 **Breach of Contract**: In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by ESIC besides annulment of the contract.
- 5.26 Liquidated damages: For any lapse on the part of firm in relation to the work, penalty as decided by the competent authority may be imposed which shall be binding on the firm. The decision of ESIC official in-charge shall be final in this regard.
- 5.27 The Contractor / 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 Contractor / Firm shall indemnify ESIC Regional Office from any claims in this regard.
- 5.28 Force Majeure: ESIC may consider relaxing the requirements, as specified in this document, if and to the extent that, the performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.
- 5.29 **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.
- 5.30 The tenderer shall indemnify the Centre against all other damages/charges and expenses for which this Centre may be held liable or pay on account of the negligence of the tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Board shall not be responsible financially or otherwise for any injury to the worker or person deployed by the tenderer during the course of performing duties.
- 5.31 Jurisdiction: The disputes, legal matters, court matters, if any shall be subject to Thrissur, Kerala, India jurisdiction only.
- 5.32 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 fulfill the objectives of the contract.

- 5.33 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.
- 5.34 ESIC is a statutory autonomous body under which Ministry Labour of 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.

#### SECTION -6: - SCOPE OF WORK: -

- **6.1** To Prepare and process Income-Tax records (including TDS Returns in Form 26Q and Form 24Q) in respect of the employees/third parties engaged with Regional Office, Thrissur.
- 6.2 Compilation of the required data from the Cash Branch of this office under the signature of DDO.
- **6.3** Verification of status of TDS returns from Tin NSDL to ascertain the discrepancy, if any, and/or whether our TDS return stands accepted or rejected by the system.
- **6.4** Preparation of Quarterly TDS returns and GSTR-7 in electronic format as per the format provided by Income Tax Department and Central Board of Indirect Taxes and Customs respectively from time to time. The firm shall be responsible for ensuring compliances of various tax laws.
- **6.5** The firm shall prepare, finalize, certify and file Income Tax Returns, TDS Returns, GST Returns and other statutory returns/documents well within due dates and entire responsibility shall lie with the firm. Regional Office, ESIC, Thrissur, will not share any liability arising due to non-filing / late filing of any return / document.
- **6.6** Preparation of 27-A form and obtaining the DDO's signature on the same for submission to the Income Tax Department/TIN Facilitation centre while e-filing.
- **6.7** Uploading and e-filing of the TDS return with the TIN Facilitation centre or as per the Income Tax rules at force at the time, within the due dates announced by Income Tax Department from time to time.
- **6.8** Furnishing the original e-filing acknowledgement to DDO.
- **6.9** Sharing a soft copy (in readable form like PDF, Word or Excel) / hard copy of the return filed, with DDO of this office.
- **6.10** Preparing and filing of correction statements of previous years, if required.
- **6.11** Generation & printing of Form-16 in readable soft copy (for 24Q) for all the employees for whom assessment of TDS is to be done. Form-16 should be furnished to DDO in such a way that DDO has sufficient time to verify and distribute the same to the concerned employees within the due date earmarked for issue of Form-16.
- **6.12** Generation of Form 16-A (for 26-Q) and furnishing the same to DDO after every quarter in such a way that DDO has sufficient time to verify and distribute the same to concerned vendor/supplier within the due date earmarked for issue of Form 16-A.
- **6.13** Preparation of correction statements for all kind of defaulters / defaults.
- **6.14** All correspondence with the Income Tax Office on behalf of ESIC Regional Office.
- **6.15** Work related to filing the GST returns as per rules amended from time to time including; Preparation of data related to GST/TDS on third party bills, Monthly GSTR 7 Return Filing, Deductee Details Entry for their Respective Claims, Tax Deduction Certificate Issuance Services etc.

- **6.16** Addressing all kind of notices received from Income Tax/ GST department irrespective of period of notices and irrespective of contract period. Also addressing all kind of notices received by officials/pensioners of ESIC/ third party or any individual, in respect of ESIC, Regional Office, Thrissur.
- **6.17** To visit, represent and submit the reply on behalf of this office before the Income Tax authorities and/or GST authorities, as and when required.
- **6.18** Appearing on behalf of ESIC Regional Office in all taxation proceedings before various Tax Authorities i.e., Income Tax, GST, etc. for contract period as well as previous years also.
- **6.19** To provide professional advice in tax and financial matters, if required by the Office.
- **6.20** To advise on applicability of any other tax, rules, laws, regulations which may be applicable on ESIC Regional Office and all matters/items covering its scope and applicability in case of agencies from which ESIC Regional Office is availing the services.
- **6.21** Form 16 must be issued to all concerned, before 31<sup>st</sup> May of following year of Financial Year.
- **6.22** Form 16A must be issued quarterly within 15 days from the due date for furnishing the statement of tax deducted at source under rule 31A.
- **6.23** All the information/data/details provided by this office and personal information related to officials of this office must be kept confidential.
- **6.24** Other matters which require professional services of Chartered Accountant, directly or indirectly related with TDS, GST etc.
- **6.25** To assess the quantum of the work to be carried out and the volume of records & transactions involved, the bidder or his representative, if necessary, may visit the premises of ESIC Regional Office on any day through Monday to Friday during the working hours of the office i.e., 9:00 AM to 5.30 PM.

#### <u>SECTION – 7</u>: - TECHNICAL BID EVALUATION MATRIX

ESIC Regional Office would assign marks for technical criteria and decide on a minimum threshold, which should not be less than 55% marks for qualifying technical criteria. However, committee may increase this threshold, if considered essential. In case the committee decides for seeking further information/clarification, the same shall be provided by the bidder. The minimum qualifying score to be considered for financial evaluation would be 55% marks. In case two or more agencies are found to have quoted the same rates, the priority would be given to those vendors who secure highest marks. The decision of the Competent Authority of ESIC Regional Office shall be final.

The Technical score will be calculated based on the marks obtained from the input provided by the bidder. The weightage given to each properties/features of technical criteria is given below:

<u>SI.</u> <u>No.</u>	Parameter	<u>Maximu</u> <u>m Marks</u>	Criter	<u>ia</u>	<u>Supporting</u> Documents
	Organization's Experience	25	Years	Marks	
			3-7	15	Firm constitution certificate from ICAI
1.	Min criteria: 3 years	25	8-15	20	as on 01.01.2024
			15 above	25	as 011 01.01.2024
	No. of ECAc working in the CA		No. of FCA	Marks	Authorised signatory may issue a certificate
2.	No. of FCAs working in the CA firm. <b>Min Criteria</b> : 3 FCAs	20	3-5	15	to the effect on the
	firm. Min Criteria: 3 FCAs		Above 5	20	letter head of the firm.
	Relevant work experience: The Firm should have experience of providing similar services to Govt./Autonomous Body/CPSU /SPSU /Govt. institution. <b>Min criteria</b> : 2 similar services		Services	Marks	Completion
			2-5	20	Certificates/Work
			6-10	30	Orders.
3.		40	Above 10	40	(01 completed year service for a unit/estb will be considered as 01 service)
	Minimum Annual Average Turnover (MAAT) of the firm		MAAT (in Rs. lakhs)	Marks	Copies of audited Balance Sheets and
4.	in the last 3 financial years (2021-22, 2022-23 & 2023-	15	25-50	5	P&L A/C for the F/Ys
			50-100	10	(2021-22, 2022-23 &
	24). Min criteria: Rs.25 Lakhs		Above 100	15	2023-24).
м	Maximum Technical Score (TS)				

#### **REGIONAL DIRECTOR** REGIONAL OFFICE, ESI CORPORATION THRISSUR

# TECHNICAL BID \* ANNEXURE -A DETAILS OF THE FIRM

<u>sı.</u>	Particulars	Details
1.	Name of Company / Firm/ Institution	
2.	Name of Owner / Partners / Directors	
3.	Name & Signature of Authorised signatory	
	FIRM DETAILS	
3.	(a) Office Address	
	(b) Telephone No.	
	(c) Fax No.	
	(d) e-mail id	
	FIRM REGISTRATION DETAILS	
	(a) Registration No. of firm with ICAI	
4.	(b) PAN No.	
	(c) GST Registration No. (if applicable)	
	(e) TAN No.	
	Details of Firm's Bankers	
5.	(a) Name & Address of the Bank	
J.	(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
	Details of Earnest Money Deposit	
	(a) Amount	
7.	(b) DD no. & date	
	(c) Drawn on bank	
	(d) Valid up to	

(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 : Place : Signature of tenderer with seal (With Name and Designation of Appropriate Authority)

#### [On the original letterhead of the Bidder]

#### TECHNICAL BID \* ANNEXURE -B

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

Name & Address of the				Duration of	of contract
organization, Name, Designation, contact	provided / work	the order	From	То	
telephone/fax no of the officer concerned	description			dd/mm/yy	dd/mm/yy
	Designation, contact telephone/fax no of the	Designation, contactprovided / worktelephone/fax no of thedescription	Designation, contact provided / work the order telephone/fax no of the description	Designation, contactprovided / workthe orderwork ordertelephone/fax no of thedescriptionvalue	Designation, contact     provided / work     the order     work order       telephone/fax no of the     description     description     description

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 letterhead of the Bidder] <u>TECHNICAL BID \*</u> <u>ANNEXURE - C</u>

#### BID FORM

Τo,

The Regional Director ESI Corporation, Regional Office Thrissur – 680020.

Sub: - Tender for Hiring Chartered Accountancy Firm for F/Y 2024-25 & 2025-26 at ESIC Regional Office, Thrissur – reg.

#### Dear Sir,

We the undersigned Bidder, having read and examined in details the specifications and other documents of the e-tender No. ESIC.54.F.24.12.3.2019.Genl/24 dated 3rd July 2024, do hereby propose to execute the job as per scope of work (Section - 6) 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 further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to 3% of the Order value/tender value as stipulated in Commercial bid/tender document immediately on the receipt of the order.

We agree that ESIC Regional 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 ..... 2024

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

# [On the original letterhead of the Bidder] <u>TECHNICAL BID \*</u> <u>ANNEXURE – D</u>

#### DECLARATION

l,	Son/Daughter/Wife of	
Resident of		Proprietor / Di-
rector / Authorized Signatory of the Company /	' Firm, mentioned above, is c	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 26 (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 ......2024

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

#### [On the original letterhead of the Bidder] <u>TECHNICAL BID \*</u> <u>ANNEXURE – E</u>

#### CERTIFICATE

#### **DECARATION 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

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 ......2024

[On the letterhead of the Bidder/Contractor]

# TECHNICAL BID \* ANNEXURE – F

#### FINANCIAL CAPABILITY OF BIDDER/CONTRACTOR

#### Annual turnover details of the Bidder/Contractor from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
А	2021-2022	
В	2022-2023	
С	2023-2024	

[Extra rows may be added, if required]

\*Audited Balance sheet and Profit & Loss account statement of the Bidder/Contractor for each of the abovementioned financial years shall submit as supporting evidence.

Dated, this ...... day of ......2024

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

[On the letterhead of the Bidder]

# TECHNICAL BID \* ANNEXURE – G

#### **CERTIFICATE FOR THE SITE INSPECTION**

I/We (M/s. \_\_\_\_\_\_) have certified that we have visited the site on \_\_\_\_\_\_ and assessed the nature and amount of work involved before submitting our offer.

We will be able to complete the works within the stipulated time and also that we will be able to execute the work suit to the site conditions.

Dated, this ..... day of ..... 2024

 Authorized Signatory (signature in full):

 Name and Title of Signatory:

 Company Rubber Stamp:

[On the letterhead of the Bidder]

# <u>TECHNICAL BID \*</u> <u>ANNEXURE – H</u>

#### **BID SECURITY DECLARATION FORM**

Tender No.

То

The Regional Director ESI Corporation, Regional Office Thrissur – 680020.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - i) fail or reuse to execute the contract, if required, or
  - ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid securing Declaration shall cease to be valid if I am/we are not the successful Bidder

i) the receipt of your notification of the name of the successful Bidder;

Signed:

In the capacity of:

Name:

Duly authorized to sign the bid for an of behalf of

Dated, this ...... day of ......2024

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

#### FINANCIAL BID (SPECIMEN ONLY)

<u>Important</u>: - Bidders may kindly note that this is only a specimen of the Financial Bid. The actual Financial Bid has to be submitted in online only on the CPP Portal.

1.	<u>ITEM OF THE WORK</u> (REGULAR WORKS – MONTHLY/QUARTERLY)	ITEMWISE RATE inclusive of all taxes/charges (Rates Per Quarter/Per Visit/Per Form)
1.1	Filing TDS returns 24Q (Quarterly)	
1.2	Filing TDS returns 26Q (Quarterly)	
1.3	Filing e-TDS statements (Quarterly)	
1.4	Correction return/revise return for 24Q, 26Q (Quarterly)	
1.5	To attend the office of Income Tax & CBIC against demand notice/any other notice received from them (per visit) as well as notice received from third party or any individual (Per visit)	
1.6	Cost for issuing Form-16 (Part-A & Part-B) for 24Q and Form- 16-A for 26Q (Per Form)	
2.	NEED BASIS WORKS AS PER REQUIREMENT	
2.1	Preparation of appeal documents & filing/uploading the appeal (online) before Commissioner of Income Tax (Appeals)	
2.2	Fees per appeal for the processing of the appeal / appearing before the appellate authority (CIT)	
2.3	Preparation of appeal documents & filing appeal before ITAT	
2.4	Fees per appeal for appearing before the ITAT	
2.5	Preparation of appeal documents & filing appeal in Hon' HC	
2.6	Fees per appeal for appearing before the Hon' HC	

# Note: - The rates quoted should be inclusive of all taxes & GST and no separate charges will be paid other than that mentioned above.

\* To assess the quantum of the work to be carried out and the volume of records & transactions involved, the bidder or his representative, if necessary, may visit the premises of ESIC Regional Office on any day through Monday to Friday during the working hours of the office i.e., 9:00 AM to 5.30 PM.

DateSignature of tenderer with sealPlace(With Name and Designation of Appropriate Authority)

#### FORM OF CONTRACT AGREEMENT

This agreement made the \_\_\_\_\_\_day of the month of \_\_\_\_\_\_in the year 20..... BETWEEN, The Regional Office (Kerala), ESI Corporation, Thrissur (hereinafter called "ESIC") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at Panchdeep Bhavan, North Swaraj Round, Thrissur - 680020, Kerala on the ONE PART; and

*Shri	S/D/o	resident of
the sole p		
office at the following address		
* M/s principal office at		firm having an administrative/
* M/s	company/body co	rporate incorporated under the
provisions of the Companies Act	1956 having its registered o	ffice at the following address
		duly represented by
its constituted and authorized I	Managing Director, Shri	and
(hereinafter called the Tenderer whi		
expression shall unless repugnant t	o the context or meaning the	ereof be deemed to include its
successors and permitted assigns on	the other part	
[Note: * Strike off whichever is not a	applicable]	

WHEREAS, the Client / ESIC is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by ESIC on the terms and conditions as set out therein and inter-alia others.

#### NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
  - a) Notice inviting Tender No. ESIC.54.F.24.12.3.2019.Genl/24 dated 3rd July 2024.
  - b) General Financial Rules (GFRs) and Manual for Procurement of Services issued by Department of Expenditure, Ministry of Finance.
  - c) All terms & conditions of the Tender, Letter of Acceptance, Purchase/Work order No.

tenderer, Amendment's, Corrigendum's, if any, leading to and prior to acceptance letter.

- d) Schedules consisting of Technical Scope of Work, Special Conditions, all terms of the tender if any, etc
- e) Schedule of quantities including Prices and tendered amount known as Price Bid
- 3. In consideration of the payments to be made by ESIC to the tenderer, the tenderer hereby covenants and agrees with ESIC to complete the works in conformity in all respects and subject Tender for hiring of Chartered Accountant services F.Y 2024-25 & 2025-26, ESIC to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said	1 tenderer,	to
the CLIENT (ESIC)	_ in the presence of: -	

Signature of Tenderer (with seal)

Witness (Signature, Name & Address):

1) \_\_\_\_\_

2) \_\_\_\_\_

Signature of Authorised representative of the Client/ESIC Accepting Authority.

Witness (Signature, Name & Address):

1)	 _
2)	 

#### **INDEMNITY BOND**

#### (ON A STAMP PAPER of Rs.100/-)

We do hereby indemnify and keep harmless, ESIC Regional Office (Kerala), at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or work-man/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, ESIC Regional Office (Kerala), against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer:\_\_\_\_\_

Address of the Tenderer : \_\_\_\_\_\_

Seal of the Company/Firm:

Telephone No/ Mobile No. : \_\_\_\_\_