







बिड दस्तावेज़ / Bid Document

| बिड वि | वरण/Bid Details |
|--|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 13-08-2025 16:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 13-08-2025 16:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 180 (Days) |
| मंत्रालय ⁄ राज्य का नाम / Ministry / State Name | Ministry Of Labour And Employment |
| विभाग का नाम/Department Name | Na |
| संगठन का नाम/Organisation Name | Employees State Insurance Corporation (esic) |
| कार्यालय का नाम/Office Name | Esicrochennai |
| वस्तु श्रेणी /Item Category | Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report; CAG Empaneled Audit or CA Firm |
| अनुबंध अवधि /Contract Period | 1 Year(s) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years) | 9 Lakh (s) |
| उर्न्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 5 Year (s) |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required | Yes |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| बिड वि | वरण/Bid Details |
|---|--|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension | 1 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| अनुमानित बिड मूल्य /Estimated Bid Value | 216000 |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required | Yes |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |
| ईएमडी विवरण/EMD Detail | |
| आवश्यकता/Required | No |

ईपीबीजी विवरण /ePBG Detail

| आवश्यकता/Required | No |
|---------------------|----|
| । आवश्यकता/Required | NO |

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

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

- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specificatio n | मूल्य/ Values |
|--|--|
| कोर / Core | |
| Scope of Work | Review of Financial Statements , Financial Reporting Framework , Audit report |
| Type of Financial Audit Partner | CAG Empaneled Audit or CA Firm |
| Type of Financial Audit | Statutory Audit |
| Category of Work under Financial Audit | Audit of financial statements , Reliability of financial reporting , Compliance with law & regulations , Governance of company , Compliance with contracts , Risk Management , Review system & processes , Bank Transactions , Internal Control over Financial Reporting |
| Type of Industries/Fu nctions | Sales, Services and Revenue, Purchase & Procurement, Inventory & Store management, Human Resource & Payroll, Operational & Administrative, Fixed assets, depreciation and amortisation, Payables, Receivables, Cash and Bank Balance |
| Frequency of Progress Report | Monthly |
| MIS Reporting for Financial Audit support | Yes |
| Frequency of MIS reporting | Monthly |
| State | NA |
| District | NA |
| एडऑन /Addon(s) | |
| Post Financial Audit Support | Yes |

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N o. | परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer | पता/Address | संसाधनों की मात्रा / To be set as 1 | अतिरिक्त आवश्यकता /Additional Requirement |
|-------------------|--|-------------|---|---|
|-------------------|--|-------------|---|---|

| क्र.सं./S.N o. | परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer | पता/Address | संसाधनों की मात्रा / To be set as 1 | अतिरिक्त आवश्यकता /Additional Requirement |
|-------------------|--|--|---|---|
| 1 | Satish Kumar | 600034,ESIC REGIONAL OFFICE,PANCHDEEP BHAWAN 143 STERLING ROAD NUNGAMBAKKAM CHENNAI - 600034 | 1 | Number of Months for which Post Audit Support is required: 3 |

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

1. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

3. Certificates

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

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.

- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

---धन्यवाद/Thank You---



தொழிலாளர் அரசு காப்பீட்டுக் கழகம் தொழிலாளர் மற்றும் வேலை வாய்ப்பு அமைச்சகம்.இந்திய அரசு कर्मचारी राज्य बीमा निगम

(श्रम एवं रोजगार मंत्रालय,**भारत सरकार**) EMPLOYEES' STATE INSURANCE CORPORATION (Ministry of Labour & Employment, **Govt of India**)



மண்டல அலுவலகம்/ क्षेत्रीय कार्यातय/Regional Office பஞ்சதீப் பவன், 143, ஸ்டெர்லிங் சாலை, நுங்கம்பாக்கம், சென்னை - 600 034 पंचदीप भवन ,सं.143, स्टर्लिंग रोड, नुंगमबक्कम, चेन्नै - 600 034. PANCHDEEP BHAVAN,143,STERLING ROAD, NUNGAMBAKKAM-600 034. Phone: 044 - 28306300 E-mail: rd-tamilnadu@esic.nic.in

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

GeM Bid Notice Inviting Tender through GeM Portal For Empanelment of CAGEmpaneled CA Firm at ESI Corporation Regional Office, Chennai.

The Additional Commissioner & Regional Director (I/c), ESI Corporation, Regional Office, Chennai invites online tenders through GeM Portal from the interested and eligible bidders for Empanelment Of CA Firm at ESI Corporation, Regional Office, Chennai for a period of 1 years (which may be extended till finalization of Accounts of the said Financial Year).

The interested bidder may upload their bids along with duly signed scanned Copies of all relevant certificates, documents etc., in support of their technical & financial bids on the GEM Portal.

Sd/-

(Alluri Venu Gopal)

Additional Commissioner & Regional Director (I/c)

Important Instructions for Bidders who desire to file Tender online

- All bidders/contractors should have GeM registration to participate in Bid
- The financial bids in respect of qualified bidder will be considered only after technical evaluation by the committee.
- Bidders should get registered as 'Seller' in https://www.gem.gov.in

GENERAL TERMS AND CONDITIONS

Introduction:

Employees' State Insurance Corporation is a statutory body under the Ministry of Labour and Employment, Government of India. The Employees' State Insurance Scheme, established under the Employees' State Insurance Act of 1948, is a comprehensive social security insurance program designed to provide social security to Insured Persons / dependents as defined by the Act, against the impact of contingencies of sickness, maternity, disablement and death due to employment injury and to provide medical care to insured persons and their families. The ESI Act is applicable to all non-seasonal factories and establishments as per notification of appropriate Governments. The ESI Act, 1948 applies to factories/establishment employing 10 or more persons. The employees of registered factories and establishments drawing wages up to Rs. 21000/- per month (Rs. 25,000/- for Persons with Disability) are covered under the Act. ESIC is looking to engage empanelled Chartered Accountant (CA) firms to assist preparation/submission of financial statement including Provisional in September and Final in March, in order to ensure finalization of Accounts of the Corporation within timelines and correctness of the various entries carried out therein by various accounting units.

Terms of Reference:

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

Period of Contract:

The period of Contract of the Appointment of the selected bidder shall by for a period of one year i.e. FY 2025-26(which may be extended till finalization of Accounts of the said Financial Year) and hiring shall be done for every Financial Year till further orders from Headquarters.

Location of Work:

CAG Empanelled CA Firm has to provide services at Employees' State Insurance Corporation, Regional Office located at No 143, Sterling Road, Nungambakkam, Chennai – 600034.

Eligibility:

| S.No | Resource Team | Minimum Eligibility Criteria | Eligibility Criteria (Experience & Other Conditions) |
|------|------------------------------|--|--|
| (1) | CAG Empanelled CA Firm | Applicant firm should be empanelled with CA&G and ESIC holds the rights to terminate the contract if CA firm or any of its partners/ members get debarred and /or blacklisted by center/ state government organization, statutory organization or PSU. | Applicant firm should be handling similar works for at least last 5 years. Average annual turnover of firm for the last three years (FY 2021-22, 2022-23, 2023-24) should be at least 50 lakhs (Though the maximum average annual turnover mentioned in GeM is ₹9 Lakh, the afore- mentioned Turnover limit prescribed by ESIC Headquarters may be treated as the actual eligible criteria for this Bid). Applicant firm and its partner should not have been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any government/ statutory Organization or PSU. Applicant firm or its partners should not be facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face |

| | any such litigation before |
|--|----------------------------|
| | Hon'ble Court(s). |

The CA Firm is expected to be available throughout the contract period and shall ensure to attend all the major meetings and discussions with the Head of the Office /Corporation/Statutory/C&AG Auditors.

Detailed scope of work

- 1. Assist in finalization of March(Provisional)2025-2026 Accounts and finalization of March (Final) 2025 2026.
- 2. Scrutiny of Accounts for financial year 2025-2026 keeping in view classification of Income and expenditure including verification of accounting adjustments/rectification of errors, omission in books of accounts and clearing suspense entries. All effort should be made to ensure that:
 - The expenditures are 100% reconciled with the statements(R&P) of concerned unit.
 - There are no obvious errors in accounts like "Minus balances in receipt and expenditure. Such balances need to be examined in detail and rectification entry need to be passed before sending accounts to headquarters.
 - The accounts are free of all mathematical errors/mistakes.
 - Expenditures under all account's heads are tallied with respective subsidiary ledgers.
 - Any unusual increase/decrease/divergent trend in any head of expense is examined and rectified.
 - Classification of expenditure between hospital and medical education, Regional offices/Sub regional offices and DCBO is done correctly.
 - Classification of Prior period items is done properly.
 - Verification of physical verification of cash in hand and reconciliation with cash book should be done.
 - Verification of reconciliation of Bank Balance with Bank statement should be done.
 - Verification of reconciliation of all statutory dues (not limited to TDS, TDS on GST) should be done properly.
 - Verification reconciliation of security deposit, unclassified receipt, Pension

- payments, NPS, miscellaneous advances on monthly basis should be done properly.
- Verification reconciliation of exchange account and suspense slip should be done properly.
- Verification accounting of disposed assets along with profit/loss should be done properly.
- 3. Checking of provisions for Permanent Disablement Benefit (PDB), Dependent Benefits, ESIC COVID-19 relief scheme, Employee Benefit Reserve Fund (EBRF) etc.
- 4. Checking of provisions for Pension, Gratuity, Leave Encashment and Pensioners Medical Scheme (PMS), Liabilities.
- Verification/vetting of physical verification of Fixed Assets with Register of Fixed Asset.
- 6. Verification/vetting of physical verification of the closing in ventories, Stores and consumables etc. as on 31st March 2026.
- 7. Assistance in preparation/verification of ESIC Budget of RO Chennai
- 8. Guidance and assistance on audit observations of ESIC.
- 9. Assist in maintaining party ledgers, other receipts & payment ledgers, Assets and Liability Ledgers, monthly accounts on the basis of ledgers, calculation of Depreciation on fixed Assets, preparation of March (Provisional) and March Final Accounts duly reconciled with vouchers, preparation of budget, reconciliation BRS, verification of liability created and discharged.
- 10. Special emphasis may be given to the verification of following (but not limited to):
 - Verification in case of asset disposal-recording of depreciation, gain/loss booking,
 - Classification of Annual repair, maintenance and special repair maintenance.
 - Debt, Deposit reconciliation and advances receipts
 - Provision evaluation/calculation.
 - Inventory accounting
 - Super specialty treatment(SST) advances(if any),
 - Salary calculation, special reference to the people on deputation and hired on contractual basis for special services.
 - Verification of classification and payment with respect to instructions by ESIC

for On-account payment, PIP etc. made to States.

- Assistance and training (if required) to resources deployed in concerned unit.
- 11. Further, any other financial opinion/help/guidance/verification/vetting required/sought by Financial Commissioner and Director General, ESIC in any matter. Any other financial report and compilation required by financial division
- 12. The above scope of work is indicative in nature and may be enhanced/curtailed as per the requirements of the division.

Report:

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

Penalties:

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

Termination of Contract:

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

Miscellaneous:

A. Sub-contracting:

The firm should not enter into sub-contracting with or hiring of any other vendor / firm for part / full of the Corporation work in any manner what so ever. In case, a firm/ individual is required to be engaged for specialized professional/ creative assignment, prior written permission of the Corporation should be sought.

B. Confidentiality:

The firm shall maintain strict confidentiality of all the documents, information, data coming in knowledge and/or possession of the firm as a result of performance/execution of its obligations as per the contract and also any oral, written or other information disclosed for evaluation or for any other purposes shall be considered as confidential information passed on to the firm. Any staff violating code of conduct shall be replaced forthwith, besides a penalty on the firm as decided by the Corporation shall be imposed and repeated violations in this regard may lead to termination of the Contract as and when decided by the Corporation as per the procedure prescribed herein. This clause relating to Confidentiality shall survive upon the termination/expiration of the Contract and the Corporation shall have right to claim damages for violation of this Clause within 02 years next after the termination/expiration of the Contract.

C. Use of data/documents/information:

The firm shall ensure that the documents, data, information etc. are not used or permitted to be used in any manner(directly or indirectly) and shall not violate any of the direction or instruction as authorized by the Corporation. The information shall be safeguarded and the firm shall take all necessary actions to protect the Corporation's interest against misuse, loss, destruction, alterations of deletions thereof. Any violations of the same will be liable for action under the law which shall entitle the Corporation to claim damages from the firm apart from taking action under the applicable law. This is an irrevocable condition and it will continue to be in force up to two years after termination/expiry of the contract. This clause shall survive upon the termination/expiration of the Contract and the Corporation shall have the right to claim damages for violation of this clause within next after two years of the termination/expiration of the Contract.

D. Force Majeure.

Neither party shall be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to force majeure, Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include

- (i) Any event which is caused by the negligence or intentional action of a firm or by or of such firm's agents or employees, nor
- (ii) Any event which diligent party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

Force Majeure shall not include in sufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Unless otherwise directed by the Corporation in writing, the firm shall continue to perform its obligations under the contract agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- **E.** The offer should be valid up to 180 days after closing date of Tender. Non-fulfillment of any of the above terms shall result in rejection of bid.
- F. All disputes lie within the jurisdiction of Regional Office Chennai only.
- **G.** The Joint Director (I/c), ESIC, Regional Office, Chennai reserves the right to reject all or any Tender without assigning any reason thereof.

Generic Standard Terms and Conditions:

- a. The persons deployed shall, during the course of their work, will have access to the classified documents, which they are not supposed to divulge to any third party(s), and shall maintain confidentiality. Any breach of this confidentiality obligation shall make the service provider liable for penal action under the applicable laws besides action for breach of contract.
- b. The service provider shall provide a suitable resource well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons.
- c. In case, service provider finds any serious financial irregularity and points relating to grave deficiencies, then the same is required to be communicated to competent

- authority/officers of the ESIC immediately without waiting for the time of submission of the report.
- d. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the ESIC.

List of Enclosures:

All details provided should be duly signed by the owner/authorized signatory. All Declarations/ Undertakings provided shall be on the letterhead of the company (if applicable) and duly signed by the authorized signatory. The following documents to be enclosed for submission of Technical Bid

- a. Annexure A
- b. Annexure B
- c. Annexure C
- d. Annexure D
- e. Cancelled Cheque.
- f. Proof in respect of Applicant firm has been handling similar works from at least last5 years.
- g. Copy of Registration Certificate with the Institute of Chartered Accountants of India (ICAI).
- h. Undertaking/Declaration stating that the Firm or any of its Partners /members does not get debarred and/or blacklisted by Center / State Government Organization, Statutory Organization or PSU.
- i. Proof in respect of Average annual turnover of firm for the last three years (FY2021-22, 2022-23, 2023-24)
- j. Undertaking / Declaration stating that the Applicant firm and its partner have not been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any Government / Statutory Organization or PSU.
- k. Certified Copy of the Empanelment with the Comptroller and Auditor General of India (C&AG) of India.
- Undertaking/Declaration stating that Applicant Firm or its are not facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face any such litigation before Hon'ble Court(s).
- m. Copy of TAN, PAN and GST Registration Certificates.

[On the original letterhead of the Bidder]

ANNEXURE -A

DETAILS OF THE FIRM

| SI. | Particulars Particulars | <u>Details</u> |
|-----|---|----------------|
| 1. | Name of Company / Firm/ Institution | |
| 2. | Name of Owner / Partners / Directors | |
| 3. | Name & Signature of Authorized 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. | |
| | (f) CAG's Empanelment Number | |
| | Details of Firm's Bankers | |
| 5. | (a) Name & Address of the Bank | |
| Э. | (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 |
| | other regulatory additionity, is effectived | |

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

Date : Signature of Bidder with seal

Place: (With Name and Designation of Appropriate Authority)

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

[On the original letterhead of the Bidder]

ANNEXURE -B

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

| | Name & Address of the | No. | | | Duration o | f contract |
|-----------|---|------------------------------------|-------------|---------------------|------------|------------|
| SI No. | organization, Name, Designation, contact | Nature of services provided / work | tile of del | Work order value | From | То |
| | telephone/fax no of the officer concerned | description | | | dd/mm/yy | dd/mm/yy |
| | | | | | | |
| 1 | | | | | | |
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| 6 | | | | | | |
| | | | | | | |

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

Date : Signature of Bidder with seal

Place: (With Name and Designation of Appropriate Authority)

[On the original letterhead of the Bidder] ANNEXURE – C

CERTIFICATE

DECARATION REGARDING BLACKLISTING/NON-BLACKLISTING

| I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/ company namely M/Shas not been blacklisted or debarred in the past by any organization from taking part in Government tenders. |
|---|
| Or |
| |
| I / We proprietor / partner (s) / Director (s) of M/S |
| 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 of2025 |
| Authorized Signatory (signature in full): |
| Name and Title of Signatory: |
| Company Rubber Stamp: |

[On the letterhead of the Bidder/Contractor] ANNEXURE – D

FINANCIAL CAPABILITY OF BIDDER/CONTRACTOR

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

| # | Financial Year | Turnover in Indian Rupees | |
|---|----------------|---------------------------|--|
| Α | 2022-2023 | | |
| В | 2023-2024 | | |
| С | 2024-2025 | | |
| [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 of2025 | |
|---|--|
| Authorized Signatory (signature in full): | |
| Name and Title of Signatory: | |

Company Rubber Stamp: _____