



## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-10-2025 15:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-10-2025 15:30:00	
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	Madhya Pradesh	
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements; CAG Empaneled Audit or CA Firm	
अनुबंध अविध /Contract Period	1 Year(s)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	6 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 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 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए 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 स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1	
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	144000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

## लाभार्थी /Beneficiary :

#### Dean

Madhya Pradesh, NA, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment (Dr. Rajesh U Sangram)

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

#### एमआईआई अन्पालन/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

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
08-10-2025 11:00:00	Dr.Md Rubani, 6th Floor, Administrative Block, ESIC, Medical College & Hospital, Nanda Nagar, Indore, MP-0452011

## Financial Audit Services - Review Of Financial Statements; CAG Empaneled Audit Or CA Firm (1)

## तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values		
कोर / Core			
Scope of Work	Review of Financial Statements		
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm		
Type of Financial Audit	Internal Audit		
Category of Work under Financial Audit	Internal Control over Financial Reporting		
Type of Industries/Functions	Operational & Administrative		
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 NA			

#### 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		संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement	
1	Mohammed Rubani 452011,ESIC Model Hospital & ODC, Nanda Nagar, MR-9 Road,		1	N/A

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

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. 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.

#### 3. Generic

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

#### 4. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 5. Service & Support

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

#### 6. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 7. 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.

#### 8. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 9. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and

Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 10. Forms of EMD and PBG

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

ESI FUND ACCOUNT No. 1 payable at Indore

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

#### 11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

#### 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---

## Hiring CAG Empanelled CA Firm at Field Accounting units.

## 1. Introduction

Employees' State Insurance Corporation is a statutory body under the Ministry of Labour and Employment, Government of India. The Employees' State Insurance Scheme, established under the Employees' State Insurance Act of 1948, is a comprehensive social security 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. 21,000/-per month (Rs. 25,000/-for Persons with Disability) are covered under the Act. Dean, ESIC Medical College and Hospital, Indore, Madhya Pradesh is looking to engage C&AG empanelled Chartered Accountant (CA) firms to assist in timely preparation/submission of financial statement including March (Provisional) and March Final, in order to ensure finalization of Accounts of the Corporation within timelines and correctness of the various entries carried out therein by various accounting units.

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

**Period of Contract:** The period of Contract of the Appointment of the selected bidder shall by for a period of one year i.e. FY 2025-26 (which may be extended till finalization of Accounts).

**Location of Work:** Empanelled CA Firm has to provide services at ESIC Medical College and Hospital, Indore, Madhya Pradesh.

## 2. Eligibility Criteria for Empanelment of CA Firm

**2.1** Applicant firm should be handling similar works from at least last 5 years.

- 2.2 Applicant firm should be empanelled with C&AG and ESIC Medical College and Hospital Indore holds the rights to terminate the contract if CA firm or any of its partners/members get debarred and/or blacklisted by Centre/State Government organization, statutory Organization or PSU. Documentary proof of the same must be submitted.
- **2.3** Average annual turnover of firm for the last three years should be at least 50 lakhs.
- **2.4** Applicant firm and its partner should not have been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any government/statutory Organization or PSU.
- **2.5** Applicant firm or its partners should not be facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face any such litigation before Hon'ble Court(s).

## 3. <u>Detailed scope of work</u>

- **3.1** Assist in finalization of March (Provisional) 2025-26 Accounts and finalization of March (Final) /Annual Accounts 2025-26
- **3.2** Scrutiny of Accounts for the financial year keeping in view classification of income and expenditure including verification of accounting adjustments/rectification of errors, omission in books of accounts and clearing suspense entries. All effort should be made to ensure that:
- a) The expenditures are 100% reconciled with the statements (R&P) of concerned unit.
- b) There are no obvious errors in accounts like "Minus balances in receipt and expenditure. Such balances need to be examined in detail and rectification entry need to be passed before sending accounts to headquarters.
- c) The accounts are free of all mathematical errors/mistakes.
- d) Expenditures under all account's heads are tallied with respective subsidiary ledgers.
- e) Any unusual increase/decrease/divergent trend in any head of expense is examined and rectified.
- f) Classification of expenditure between hospital and medical education, Medical College and Hospital Indore and related all entire department, Regional offices/Sub regional offices and DCBO is done correctly.
- g) Classification of Prior period items is done properly.
- h) Verification of physical verification of cash in hand and reconciliation with cash book should be done.
- i) Verification of reconciliation of Bank Balance with Bank statement should be done.
- j) Verification of reconciliation of all statutory dues (not limited to TDS, TDS on GST) should be done properly.
- k) Verification reconciliation of security deposit, unclassified receipt, Pension payments, NPS, miscellaneous advances on monthly basis should be done properly.
- I) Verification reconciliation of exchange account and suspense slip should be done properly.

- m) Verification accounting of disposed assets along with profit/loss should be done properly.
- **3.3** Checking of provisions for Permanent Disablement Benefit (PDB), Dependent Benefits, ESIC COVID-19 relief scheme, Employee Benefit Reserve Fund (EBRF), SST referral and billing etc.
- **3.4** Checking of provisions for Pension, Gratuity, Leave Encashment and Pensioners Medical Scheme (PMS), Liabilities.
- **3.5** Verification/vetting of physical verification of Fixed Assets with Register of Fixed Asset.
- **3.6 Verification**/vetting of physical verification of the closing inventories, Stores and consumables etc. as on 31st March 2026.
- **3.7** Assistance in preparation/verification of ESIC Budget of concerned unit.
- **3.8** Guidance and assistance on audit observations of ESIC.
- **3.9** Assist in maintaining party ledgers, other receipts & payment ledgers, Assets and Liability Ledgers, monthly accounts on the basis of ledgers, calculation of Depreciation on fixed Assets, preparation of March (Provisional) and March Final Accounts duly reconciled with vouchers, preparation of budget, reconciliation BRS, verification of liability created and discharged.
- **3.10** Special emphasis may be given to the verification of following (but not limited to):
- a. Verification in case of asset disposal-recording of depreciation, gain/loss booking.
- b. Classification of Annual repair, maintenance and special repair maintenance and all services.
- c. Debt, Deposit reconciliation and advances receipts.
- d. Provision evaluation/calculation.
- e. Inventory accounting.
- f. Super specialty treatment (SST) advances (if any).
- g. Salary calculation, special reference to the people on deputation and hired on contractual basis for special services.
- h. Verification of classification and payment with respect to instructions by ESIC for On-account payment, PIP etc. made to States.
- i. Assistance and training (if required) to resources deployed in concerned unit.
- **3.11 Further**, any other financial opinion/ help/guidance /verification /vetting required /sought by Financial Commissioner and Director General, ESIC in any matter. Any other financial report and compilation required by financial division.
- **3.12** The above scope of work is indicative in nature and may be enhanced/ curtailed as per the requirements of the division.

#### 4. Report

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

### 5. Payment

- **5.1** The contractor shall have to submit the monthly bill in duplicate complete in all respects addressed to Dean ESIC Medical College and Hospital, Indore Madhya pradesh.
- 5.2 The monthly bill for the respective quarter along with the service charges quoted by the contractor and the applicable GST shall be paid to the service provider.
- 5.3 Monthly remuneration may be paid to the empanelled agency in accordance with the visits paid by the CA as per the bill raised by the empanelled agency and visits acknowledge by units in respect of work assigned and performed as defined in scope of work subject to the satisfaction of work and report submitted by empanelled CA firm. All mandatory deductions like Taxes/TDS as applicable shall be done as per statuary provisions. The empanelled Chartered Accountant Firm shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the services. ESIC reserves the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of the ESIC will be the final and binding in this regard.

## 6. Penalties

If the empanelled CA Firm there off is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties, using or giving the details gathered during the assignment to other parties without permission of the ESIC Medical college and Indore, non-observation of instructions given by the ESIC Medical college and Indore, unauthorized retention of records of the ESIC Medical college and Indore, violating the terms and conditions of this assignment, indulging in malafide

practices or any other cognizable offence or breach, the firm shall be punishable as deemed appropriate by the ESIC Medical college and Indore or in case of delay in carrying out the work, penalty at the rate of 1% per week of the total billing amount limited to 10% of fee may be levied.

## 7. Termination of Contract:

- **7.1** If service provider is found responsible for any leakage of information, lobbying, bribing etc., then ESIC have the right to terminate the contract and if required as per applicable law, action deemed fit may be initiated against the empanelled CA firm. Also, if cumulative penalties reach 10% of contract value, competent authority may terminate the contract.
- **7.2 Breach of Contract**: In case of breach of any terms and conditions attached to the contract, the Dean, ESIC Medical College and Hospital, Indore reserves the right to forfeit the Performance Security Deposit apart from terminating the contract, in whole or in part, at any time by giving onemonth notice. However, the Service Provider needs to give 3 months' notice in case of premature termination of contract. During the notice period, both the parties will maintain the status-quo.

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

- **8.1** The persons deployed shall, during the course of their work, will have access to the classified documents, which they are not supposed to divulge to any third party(s), and shall maintain confidentiality. Any breach of this confidentiality obligation shall make the service provider liable for penal action under the applicable laws besides action for breach of contract.
- **8.2** The service provider shall provide a suitable resource well in advance if there is any probability of the person leaving the job due to his/her own personal reasons.
- **8.3** In case, service provider finds any serious financial irregularity(es) and points relating to grave deficiencies, then the same is required to be communicated to competent authority/officers of the ESIC Medical college and Indore immediately without waiting for the time of submission of the report.

- **8.4** All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the ESIC Medical college and Indore.
- **8.5** The successful Firm shall sign an agreement with ESIC Medical college and Indore with standard terms and conditions for providing professional services of Chartered Accountant.
- **8.6** The engaged firm will be responsible for any corrections arising out of their own faults at no further cost to this office.
- **8.7** The Responsibility of correctness and accuracy of the details collected from the records of ESIC Medical college and Indore will lie with the empanelled Firm.
- **8.8** Notwithstanding anything contained herein above, ESIC Sub Regional Office reserves the right to discontinue the services of the empanelled Firm in the event their services are evaluated as unsatisfactory at any time during the period.
  - **8.9** The empanelled Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
  - **8.10 Service** charge/ consultancy charge or any other charges will not be paid separately for any of the services mentioned in scope of work.
  - **8.11** The Contractor or his representatives may visit ESIC Medical college and Indore during the working hours of ESIC Medical college and Indore will be as under: 9:00 AM to 4:00 PM from Monday to Saturday. Sunday is holiday on account of being weekend days.
  - **8.12 Period of Contract**: The Contract shall initially be valid for a period of one year. The rates quoted shall remain same during the entire period of the contract. ESIC Medical college and Indore, however, reserves the right to terminate the contract by serving one month notice in writing and in case the empanelled firm wants to terminate the contract, it has to give three months' notice in advance.
  - **8.13** The empanelled Firm shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The empanelled Firm shall indemnify ESIC Medical college and Indore from any claims in this regard.
  - **8.14 Force Majeure**: (1) The Service provider shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- (2) For purpose of this clause, "Force Majeure" means an event beyond the control the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (3) If a Force Majeure situation arises, the Service provider shall promptly notify the Dean, ESIC Medical college and Indore in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the Service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- **8.15 Dispute Settlement**: It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the DG, ESIC whose decision shall be final and binding on both the parties.
- **8.16 Jurisdiction:** The disputes, legal matters, court matters, if any shall be subject to **Indore**, **Madhya Pradesh**, India jurisdiction only.
- **8.17** Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfil the objectives of the contract.
- **8.18** Canvassing in connection with tender is strictly prohibited. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, till final decision is conveyed to the successful bidder.
- **8.19** ESIC is a statutory autonomous body under Ministry of Labour and Employment, Govt. of India and accordingly all notifications order/guidelines of govt of India/ ESIC as applicable, shall also be a part of this tender/Contract.

## 9. Financial Cost

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

## 10. List of enclosures

Bidder should number the pages of Technical Bid and provide an index indicating the page number of each document submitted. The index should be place on the top of the Technical Bid. Each page and all details provided should be duly signed by the owner/authorized signatory. All undertakings provided shall be on the letter head of the company (if applicable) and duly signed by the authorized signatory. The following documents to be enclosed for submission of Technical Bid:

- 1. Annexure A– Details of the Firm.
- 2. Annexure B- Details of the previous/ existing contracts completed successfully.
- 3. Annexure C –Bid Form.
- 4. Annexure D- Declaration
- 5. Annexure E-Declaration regarding Blacklisting/Non-Blacklisting
- 6. Annexure F–Financial capability of Bidder
- 7. MSME/MSE Certificate, if applicable.
- 8. CAG Empanelment Certificate
- 9. PAN Card of the Firm.
- 10. GST Registration Certificate of the Firm.
- 11. Registration Certificate of the CA Firm.

## ANNEXURE -A

#### **DETAILS OF THE FIRM**

<u>SI.</u>	<u>Particulars</u>	<u>Details</u>
1.	Name of Company/Firm/Institution	
2.	Name of Owner/Partners/Directors	
3.	Name & Signature of Authorised signatory	
	FIRMDETAILS	
3.	(a) Registered Office Address	
	(b) Telephone No.	
	(c) Fax No.	
	(d) e-mail id	
	FIRMREGISTRATIONDETAILS	
	(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	
F	(a)Name & Address of the Bank	
5.	(b)IFSC No.	
	(c)Account No. of the Firm	
6.	Whether undertaking to the effect of declaring that Firm has not been debarred/disqualified by ICAI or any Other regulatory authority, is enclosed	Yes/No

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

Date : Signature of tenderer with seal

Place : (With Name and Designation of Appropriate Authority)

<sup>\*</sup>Please use additional sheet for more details, if necessary.

## ANNEXURE -B

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

	Designation, contact service	Natura of	Nature of rvices provided / work order description	Work order value	Duration of contract	
SI No.		services provided			From	То
	telephone/fax no of the officer concerned				dd/mm/yy	dd/mm/yy
1						
2						
3						
4						
5						
6						

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

Date : Signature of tenderer with seal

Place : (With Name and Designation of Appropriate Authority)

#### **ANNEXURE -C**

#### **BID FORM**

To,

The Dean ESIC Medical College and Hospital, Nanda nagar, Indore MP –452011.

Sub: - Tender for Hiring CAG Empanelled Chartered Accountancy Firm for **FY 2025-26** at ESIC Regional Office, Indore – reg.

Dear Sir,

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

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

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

We agree that ESIC 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, thisday ofday	2025
Authorized Signatory (signature in full): _	
Name and Title of Signatory:	
Company Rubber Stamp:	

## ANNEXURE- D

## **DECLARATION**

,Son/Daughter/Wife of	
Resident of Proprieto	
Director / Authorized Signatory of the Company/Firm, mentioned above, is competent to sig leclaration and execute this tender document.	n this
/We hereby certify that I/We have read the entire terms and conditions of the tender documents like annexure(s), schedules(s), etc.,) which part of the contract agreement and I/We shall abide hereby by the terms / conditions / classontained therein.	form
The information / documents furnished along with the above application are true and authen the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any information / fabricated document would lead to rejection of my tender at any stage be tabilities towards prosecution under appropriate law.	false
The corrigendum(s) issued from time to time by your department/organization too have all aken into consideration, while submitting this declaration letter.	been
/We hereby unconditionally accept the tender conditions of above-mentioned tender document its totality / entirety.	ent(s)
n case any provision of this tender is found violated, then your department/organization vithout prejudice to any other right or remedy be at liberty to reject this tender/bid.	shall
Dated, thisday of2025	
Authorized Signatory (signature in full):	
Name and Title of Signatory:	
Company Rubber Stamp:	

# [On the original letter head of the Bidder] ANNEXURE –E

## **CERTIFICATE**

## **DECARATION REGARDING BLACKLISTING/NON-BLACKLISTING**

I/We Proprietor/Partner(s)/Director(s) of M/sfirm/ company namely M/S.	
been blacklisted or debarred in the past by any organization from t tenders.	
Or	
I/We proprietor/partner(s)/Director(s) of M/S	was blacklisted nment tenders for a period now the firm/ company is ation found false I / we are PLOYEES' STATEINSURANCE I. In addition to the above AND HOSPITAL INDORE
In case of proprietorship firm, certificate will be given by the proprietor, firm, certificate will be given by all the partners and in case of limited confidence of the company or company secretary on behalf of all directors.	
Dated ,thisday of2025	
Authorized Signatory (signature in full):	
Name and Title of Signatory:	<u> </u>
Company Rubber Stamp:	<u> </u>

# [On the original letter head of the Bidder] ANNEXURE— F

## FINANCIAL CAPABILITY OF BIDDER

## <u>Annual turnover details of the Bidder from [insert relevant details]</u>

#	Financial Year	Turnover in Indian Rupees
Α	2022-2023	
В	2023-2024	
С	2024-2025	
[Extra rows may be added, if required]		
	nce sheet and Profit & Loss account st ancial years shall submit as supporting	atement of the Bidder for each of the above g evidence.

Dated, thisday of2025
Authorized Signatory (signature in full):
Name and Title of Signatory:
Company Rubber Stamp: