

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	17-11-2025 12:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	17-11-2025 12:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Labour And Employment
<b>विभाग का नाम/Department Name</b>	Na
<b>संगठन का नाम/Organisation Name</b>	Employees State Insurance Corporation (esic)
<b>कार्यालय का नाम/Office Name</b>	Regional Office Kolkata
<b>वस्तु श्रेणी /Item Category</b>	Manpower Hiring for Financial Services - Onsite; Chartered Accountant
<b>अनुबंध अवधि /Contract Period</b>	4 Month(s)
<b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>	5 Year (s)
<b>इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required</b>	Yes
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?</b>	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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	72000
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
-------------------	----

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	6

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

#### लाभार्थी /Beneficiary :

ESIC-RO-Kolkata  
Regional Office Kolkata, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment  
(Employees State Insu Corp Fund)

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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. 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.

2. 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 on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. 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.

4. 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.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1

v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**The Bidder must have successfully executed at least XX projects of any value in past 3 years of providing similar services to Central/State Government, PSUs or any other government organizations:**As per attached ATC

**The Bidder must have successfully executed at least YY projects of any value in past 3 years of providing similar services for at least ZZ different clients(Central/State Government, PSUs or any other government):**As per attached ATC

**Service provider must have a dedicated team of required manpower of XX for the project:**As per attached ATC

**Scope of Work:**[1762496217.pdf](#)

**Manpower Hiring For Financial Services - Onsite; Chartered Accountant ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Deployment Location	Onsite
Type of Professional/Resources required	Chartered Accountant
Certifications of Professional/Resources required	Indian Accounting Standards (Ind AS)
Qualification of Professional/Resources required	CA
Total Experience of Professionals / Resources (In years)	5 - 7 Years
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

**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 / Number of manpower deployed	अतिरिक्त आवश्यकता /Additional Requirement
1	SHANKAR KUMAR JHA	700012,Regional Office, ESIC, Panchdeep Bhawan, 5/1 Grant Lane	1	• Number of Months : 4

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**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**

**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.

### 3. **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.

### 4. **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.

### 5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

### 6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 7. **Service & Support**

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

### 8. **Service & Support**

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

### 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.

## 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 शर्तें/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 शर्तें/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.

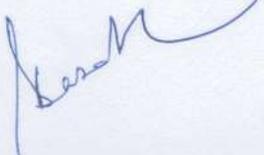
जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते 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---

## Scope of work

### **Hiring of CAG Empanelled CA Firm ESIC-R0-Kolkata (West Bengal)**

1. Assist in finalization of March (Provisional) Accounts and finalization of March (Final) / Annual Accounts.
2. Scrutiny of Accounts for the financial year keeping in view classification of income and expenditure including verification of accounting adjustments/rectification of errors, omission in books of accounts and clearing suspense entries. All effort should be made to ensure that:
  - a) The expenditures are 100% reconciled with the statements (R&P) of concerned unit.
  - b) There are no obvious errors in accounts like "Minus" balances in receipt and expenditure. Such balances need to be examined in detail and rectification entry need to be passed before sending accounts to headquarters.
  - c) The accounts are free of all mathematical errors/mistakes.
  - d) Expenditures under all account's heads are tallied with respective subsidiary ledgers.
  - e) Any unusual increase/decrease/divergent trend in any head of expense is examined and rectified.
  - f) Classification of expenditure between hospital and medical education, Regional offices/Sub regional offices/Branch Offices and DCBO is done correctly.
  - g) Classification of Prior period items is done properly.
  - h) Verification of physical verification of cash in hand and reconciliation with cash book should be done.
  - i) Verification of reconciliation of Bank Balance with Bank statement should be done.
  - j) Verification of reconciliation of all statutory dues (not limited to TDS, TDS on GST) should be done properly.
  - k) Verification reconciliation of security deposit, unclassified receipt, Pension payments, NPS, miscellaneous advances on monthly basis should be done properly.
  - l) Verification reconciliation of exchange account and suspense slip should be done properly.
  - m) Verification accounting of disposed assets along with profit/loss should be done properly.
3. 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.
5. **Verification/vetting of physical verification of Fixed Assets with Register of Fixed Asset.**
6. Verification/vetting of physical verification of the closing inventories, Stores and consumables etc. as on 31st March 2025.
7. Assistance in preparation/verification of ESIC Budget of concerned unit.
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):
  - a. Verification in case of asset disposal- recording of depreciation, gain/loss booking.
  - b. Classification of Annual repair, maintenance and special repair maintenance.



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.

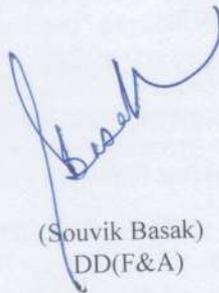
i. Assistance and training (if required) to resources deployed in concerned unit.

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.



(Anmol Anand)  
DD(Genl)



(Souvik Basak)  
DD(F&A)

(A. Mandal)  
AD(Cash)

**Buyer Added Bid Specific ATC Clause**

**Hiring of CAG Empanelled CA Firm ESIC-R0-Kolkata (West Bengal)**

**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. ESIC 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.

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

**1.2. Location of Work:** Empanelled CA Firm must have an office in Kolkata, West Bengal.

**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 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 organisation, statutory Organisation 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 Organisation 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. 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. ESIC Headquarters may direct the Empanelled CA firm of field unit for any specific work or any detailed work report.

**5. Payment :-**

Monthly remuneration may be paid to the empanelled agency in accordance with the visits paid by the CA as per the bill raised by the empanelled agency and visits acknowledge by units in respect of work assigned and performed as defined in scope of work subject to the satisfaction of work and report submitted by empanelled CA firm. All mandatory deductions like Taxes/TDS as applicable shall be done as per statutory provisions. The empanelled Chartered Accountant Firm shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the services. ESIC reserves the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of the ESIC will be the final and binding in this regard.

**6. Penalties**

If the empanelled CA Firm there off is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties, using or giving the

details gathered during the assignment to other parties without permission of the ESIC, non-observation of instructions given by the ESIC, unauthorized retention of records of the ESIC, violating the terms and conditions of this assignment, indulging in malafide practices or any other cognizable offence or breach, the firm shall be punishable as deemed appropriate by the ESIC or in case of delay in carrying out the work, penalty at the rate of 1% per week of the total billing amount limited to 10% of fee may be levied.

#### **7. Termination of Contract:**

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 reaches 10% of contract value, competent authority may terminate the contract.

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

- 8.1** The persons deployed shall, during the course of their work, will have access to the classified documents, which they are not supposed to divulge to any third party(s), and shall maintain confidentiality. Any breach of this confidentiality obligation shall make the service provider liable for penal action under the applicable laws besides action for breach of contract.
- 8.2** The service provider shall provide a suitable resource well in advance if there is any probability of the person leaving the job due to his/her own personal reasons.
- 8.3** In case, service provider finds any serious financial irregularity(es) and points relating to grave deficiencies, then the same is required to be communicated to competent authority/officers of the ESIC immediately without waiting for the time of submission of the report.
- 8.4** All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the ESIC.
- 8.5** The Audit of Monthly Accounts must be completed by the **10th of every month**. The Audit of Annual Accounts for the FY 2025-26 must be completed by the **20-04-2026**.
- 8.6** The successful contractor shall sign an agreement with ESIC with standard terms and conditions for providing professional services of Chartered Accountant.
- 8.7** The Contractor (CA) or his representative will have to appear before the competent authority as and when required due to exigency of Monthly/Annual Accounts related work.
- 8.8** The engaged firm will be responsible for any corrections arising out of their own faults at no further cost to this office.
- 8.9** The Responsibility of correctness and accuracy of the details collected from the records of ESIC Regional Office -Kolkata will lie with the Contractor / Firm.
- 8.10** A reasonable penalty may be imposed on the Contractor / Firm by ESIC Regional Office-Kolkata 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.
- 8.11** Contractor / Firm will maintain high standards of integrity and professional ethics and morality while handling the work of ESIC Regional Office-Kolkata 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-Kolkata will be at liberty to take further steps (e.g., requesting ICAI for cancellation of license) against the Contractor / Firm.
- 8.12** Notwithstanding anything contained herein above, ESIC Regional Office-Kolkata 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.
- 8.13** Any losses sustained by ESIC Regional Office-Kolkata 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-Kolkata. The decision of ESIC Regional Office-Kolkata in this regard will be final and binding on the Contractor/Firm.

- 8.14 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.
- 8.15 The Contractor / Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
- 8.16 Service charge/consultancy charge or any other charges will not be paid separately for any of the services mentioned in scope of work.
- 8.17 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 labour 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.
- 8.18 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.
- 8.19 That CA firm's authorized representative (Owner/Director/Partner/Manager) shall personally contact the Deputy Director (Finance) / 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.
- 8.20 The Contractor or his representatives shall visit ESIC Regional Office -Kolkata during the working hours of ESIC Regional Office-Kolkata will be as under: - 9:45 AM to 6.15 PM from Monday to Friday. Saturday and Sunday are holiday on account of being weekend days.
- 8.21 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.
- 8.22 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.
- 8.23 This Contract may be terminated at any time if the work is not satisfactory.
- 8.24 **Period of Contract:** The period of Contract of the Appointment of the selected bidder shall be for the remaining period of the current financial year i.e. FY 2025-26 (which may be extended till finalization of Accounts). 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.
- 8.25 **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.
- 8.26 **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.
- 8.27 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 Sub Regional Office from any claims in this regard.
- 8.28 **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 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.
- 8.29 **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.

**8.30 Jurisdiction:** The disputes, legal matters, court matters, if any shall be subject to **Kolkata, West Bengal, India** jurisdiction only.

**8.31** 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.

**8.32** 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.

**8.33** 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.

#### **9. Financial Cost:-**

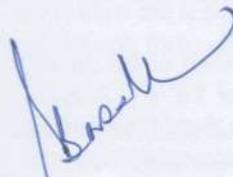
The Estimated cost for Financial Audit of ESIC RO-Kolkata is ₹18,000/- per visit. For 05 visits, the total cost is 90,000 (Ninety Thousand only).

10. The Competent Authority at RO-Kolkata, ESI Corporation reserves the right to accept or reject any or all bid without assigning any reasons thereof. The decision of the Competent Authority with regard to cancellation of bid and purchase order, levy of liquidated damage/ penalties and forfeiting any Security Deposit shall be final.

**11. Performance Security Deposit** - The successful bidder, shall be required to provide a Performance Security Deposit of 3% value of the total purchase orders placed with the firm payable through "**Demand Draft**" **drawn in favour of** " Employees State Insu Corp Fund" **payable at Kolkata** upon award of the contract. Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder. Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract, the services of the contract are found to be unsatisfactory in any respect, and/ or if any of the conditions of the contract is contravened/breached, and/ or towards any damage caused due to negligence of the contractor or his employees.



(Anmol Anand)  
DD(Genl)



(Souvik Basak)  
DD(F&A)

(A. Mandal)  
AD(Cash)