

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-10-2025 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-10-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (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	Sro Rohini
वस्तु श्रेणी / Item Category	Manpower Hiring for Financial Services - Offsite; Chartered Accountant
अनुबंध अवधि / Contract Period	1 Year(s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में नू 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

बिड विवरण/Bid Details	
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	50% Lowest Priced Technically Qualified Bidders
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 / <b>Financial Document Indicating Price Breakup Required</b>	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
-------------------	----

#### 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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
4. 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.
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.
7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**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:**CAG Empaneled Chartered Accountant

Scope of Work:[1757401566.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
01-10-2025 12:00:00	ESIC SRO ROHINI DELHI D-11 Pocket 10 Sector 7 near Sai Baba Mandir Rohini Delhi 110085

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

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

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of manpower deployed	अतिरिक्त आवश्यकता /Additional Requirement
1	Jitender Manocha	110085,EMPLOYEES STATE INSURANCE CORPORATION SUB-REGIONAL OFFICE ROHINI D-11, SECTOR 7, ROHINI	1	• Number of Months : 12

**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

## 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---**

**REPORT OF THE COMMITTEE FORMED FOR RECHECKING THE  
DRAFT BID FOR HIRING CAG EMPANELLED CHARTERED  
ACCOUNTANT FOR S.R.O. ROHINI**

Duly constituted committee by Joint Director, Incharge for rechecking the draft bid for hiring CAG empaneled Chartered Accountant for S.R.O. Rohini via GeM Portal, the committee members met again on 03/09/2025 and discussed the matter as per remark given by J.D. I/c. The members scrutinized the documents of the draft bid again and made some modification in ATC for hiring CAG Empaneled CA FIRM i.e. in work scope, penalty and other essential requirements. It is also recommended that the enclosed ATCs will be applicable where GeM GTC differ from ATC.

  
Jitender Manocha

Asstt. Director (Genl.)

  
Ravinder Kumar Panwar

Asstt. Director

  
Uma Valecha

O.S. (Genl.)

  
Lalit Kumar

Asstt. (Cash)



# ATC for hiring CAG Empaneled CA Firm for ESIC, Sub Regional office Rohini.

## 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 SRO Rohini 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. 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.

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

**1.3. Location of Work:** Empanelled CA Firm has to provide services at ESIC, Sub Regional Office, D-11, Sector-7 Rohini, Delhi 110085.

## 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 Joint Director(I/c.) ESIC SRO Rohini 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.

2.3 Average annual turnover of firm for the last three years should be at least 5 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 Courts(s).

*[Handwritten signatures and dates]*  
3/9/25  
3/9/25



### 3. Detailed scope of work

3.1 Assist in finalization of March (Provisional) 2025-2026 Accounts and finalization of March (Final)/ Annual Accounts. 2025-2026.

3.2 Scrutiny of Accounts for the 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:

- 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 Prior period items is done properly.
- g) Verification of physical verification of cash in hand and reconciliation with cash book should be done
- h) Verification of reconciliation of Bank Balance with Bank statement should be done.
- i) Verification of reconciliation of all statutory dues (not limited to TDS, TDS on GST) should be done properly.
- j) Verification reconciliation of security deposit, unclassified receipt, Pension payments, NPS, miscellaneous advances on monthly basis should be done properly
- k) Verification reconciliation of exchange account and suspense slip should be done properly.
- l) Verification accounting of disposed assets along with profit/loss should be done properly.

3.3 Quotations are hereby invited for the Financial Year 2025-26 for managing our complete TDS related work. The works details are as under:-

- a) Preparation/Entry of Data in TDS Customized software from Sub Regional Office Rohini record.
- b) Duties of TDS Quarterly e-filing of Salary (24Q), Non-Salary (26Q) and other returns.
- c) Duties for Revise Return of Salary (24Q), Non Salary (26Q) and all applicable other returns.
- d) Filing of TDS Qtrly returns, GST Returns, TDS under GST Returns & related works, in the prescribed format before due date.
- e) Preparation of Form-16 (Yearly) and 16A (Qtrly).
- f) Managing & resolving any issues related to penalties or disputes by visiting Income Tax Department for any type of issues.
- g) Provide all the TDS related information before due date of the following month.
- h) All other applicable work related to TDS in respect of office of Sub Regional, Rohini which is necessary in time bound matters.
- i) The firm will also be fully responsible to rectify, prepare and file the rectify returns of TDS, GST etc. if any at its own cost.
- j) The firm shall also ensure the accuracy of work and to do the all compliance as per statutory time-limit/requirements.

4 Checking of provisions for Permanent Disablement Benefit (PDB), Dependent Benefits, ESIC COVID-19 relief scheme, Employee Benefit Reserve Fund (EBRF) etc.

5. Checking of provisions for Pension, Gratuity, Leave Encashment and Pensioners Medical Scheme (PMS), Liabilities.

*[Handwritten signatures and dates]*  
3/19/25  
3/19/25  
3/19/25



6. Verification/vetting of physical verification of Fixed Assets with Register of Fixed Asset.
7. Verification/vetting of physical verification of the closing inventories, Stores and consumables etc. as on 31st March 2026.
8. Assistance in preparation/verification of ESIC SRO Rohini Budget.
9. Guidance and assistance on audit observations of ESIC, SRO Rohini.
10. 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.
11. 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 SRO Rohini for on account payment, PIP etc. made to States.
  - I) Assistance and training (if required) to resources deployed in concerned unit.
12. 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.
13. The above scope of work is indicative in nature and may be enhanced/curtailed as per the requirements of the division.
14. The above scope of work is inclusive in the final/awarded bid amount.

#### 15. Report

The detailed report(s) of visiting unit will be submitted in single hard copy to the Joint Director(I/c) and BO (General Branch) 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 Finance 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 ac-fin@esic.nic.in, ESIC Hqrs. May direct the Empanelled CA firm of field unit for any specific work or any detailed work report.

#### 16. Payment

Monthly remuneration will be paid to the empaneled agency on monthly basis after completing all the assigned work of particular month as per scope of work mentioned in ATC of bid After and after satisfaction report received by DDO. Payment will be done after completion of assigned work of particular month and it will independent of number of days spend in completion of work. Work should be completed within statutory deadline or deadline decided by Joint Director(I/c.) SRO Rohini whichever is early for the payment bill will be raised by the empanelled agency and visits acknowledged 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

*Handwritten signatures and dates:*  
 3/19/25  
 3/19/25  
 3/19/25

in providing of services. The decision of the ESIC will be the final and binding in this regard.

#### 17. 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 of 1% per week of the total billing amount limited to 10% of fee may be levied. In case, if any penalty/liability is imposed at S.R.O. Rohini by any departemnt (I.T./G.S.T. ect.) due to firm negligence then the firm will be responsible to pay the full penalty/liability amount.

#### 18. 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.

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

#### 20. Generic standard terms and conditions for the service are as under:-

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.
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.
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.
4. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the ESIC SRO, D-11, Sector-7, Rohini Delhi 110085.
5. Even though Tender Start date is 15/10/2025. Empaneled firm has to complete assigned work of whole financial Year 2025-2026 and payment will also be done for the same.

#### Estimated Cost:

Classified Cities A, B & C	CA	Visits F.Y.	Total coast for a F.Y
A	18000/-	12	18000X12=2,16,000/-

*Shw*  
3/9/25  
*Ghaur*  
05/09/25  
*halit*  
3/9/25  
*llm*  
3/9/25