

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. 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. 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).
- 1.3. Location of Work:** Empanelled CA Firm must have an office in Ernakulam, Kerala.

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. Detailed scope of work

- 3.1** Assist in finalization of March (Provisional) Accounts and finalization of March (Final) / Annual Accounts
- 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, 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.
 - 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.
- 3.3** Checking of provisions for Permanent Disablement Benefit (PDB), Dependent Benefits, ESIC COVID-19 relief scheme, Employee Benefit Reserve Fund (EBRF) 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 2025.
- 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.
 - 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. 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 Sub Regional Office Ernakulam will lie with the Contractor / Firm.
- 8.10** A reasonable penalty may be imposed on the Contractor / Firm by ESIC Sub Regional Office as decided, if it is found that the Contractor / Firm failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the Contractor / Firm after giving a written notice.

- 8.11** Contractor / Firm will maintain high standards of integrity and professional ethics and morality while handling the work of ESIC Sub Regional Office and dealing with ESIC Sub Regional Office and its officials. If it is found that this condition of confidentiality is compromised by the Contractor / Firm, then ESIC Sub Regional Office 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 Sub Regional Office reserves the right to discontinue the services of the Contractor / Firm in the event their services are evaluated as unsatisfactory at any time during the period.
- 8.13** Any losses sustained by ESIC Sub Regional Office due to negligence of Contractor/Firm's services in the form of any loss/damage of property (including those attributable to individual employees/manpower engaged by the Contractor/Firm) will be recoverable from the Contractor/Firm, as the money value shall be estimated by ESIC Sub Regional Office. The decision of ESIC Sub Regional Office 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 Sub Regional Office during the working hours of ESIC Sub Regional Office will be as under: - 9:00 AM to 5.30 PM from Monday to Friday. Saturday and Sunday are holiday on account of being weekend days.
- 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 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, 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 **Ernakulam, Kerala**, 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 SRO Ernakulam is Rs 8,000/- per visit. For 12 visits, the total cost is Rs 96,000/-

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 letterhead 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/Contractor
7. Annexure G – Bid Security Declaration Form

8. MSME/MSE Certificate, if applicable.
9. CAG Empanelment Certificate
10. PAN Card of the Firm.
11. GST Registration Certificate of the Firm.
12. Registration Certificate of the CA Firm.

[On the original letterhead of the Bidder]

ANNEXURE –A

DETAILS OF THE FIRM

Sl.	Particulars	Details
1.	Name of Company / Firm/ Institution	
2.	Name of Owner / Partners / Directors	
3.	Name & Signature of Authorised signatory	
	FIRM DETAILS	
3.	(a) Office Address	
	(b) Telephone No.	
	(c) Fax No.	
	(d) e-mail id	
	FIRM REGISTRATION DETAILS	
4.	(a) Registration No. of firm with ICAI	
	(b) PAN No.	
	(c) GST Registration No. (if applicable)	
	(e) TAN No.	
	(f) CAG's Empanelment Number	
	Details of Firm's Bankers	
5.	(a) Name & Address of the Bank	
	(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)

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

Date :

Signature of tenderer with seal

Place :

(With Name and Designation of Appropriate Authority)

[On the original letterhead of the Bidder]

ANNEXURE –B

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

Sl No.	Name & Address of the organization, Name, Designation, contact telephone/fax no of the officer concerned	Nature of services provided / work description	Ref & date of the order	Work order value	Duration of contract	
					From	To
					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 :
Place :

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

[On the original letterhead of the Bidder]

ANNEXURE - C

BID FORM

To,

The Joint Director
Sub Regional Office Ernakulam,
ESI Corporation,
5th and 6th Floor BSNL Bhavan,
Kalathiparambu Road,
Ernakulam South – 682 016.

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

Dear Sir,

We the undersigned Bidder, having read and examined in details the specifications and other documents of the GeM Bid No..... dated-.....-2025, do hereby propose to execute the job as per scope of work (**Section - 3**) as set forth in your bid documents.

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

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

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

We agree that ESIC Sub Regional Office reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder/Contractor without any explanation to Bidder/Contractor and his decision on the subject will be final and binding on Bidder/Contractor.

Dated, this day of 2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the original letterhead of the Bidder]

ANNEXURE – D

DECLARATION

I, _____ Son/Daughter/Wife of _____
Resident of _____ Proprietor /
Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this
declaration and execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents
from Page No. 01 to 18 (including all documents like annexure(s), schedules(s), etc.,) which form
part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses
contained therein.

The information / documents furnished along with the above application are true and authentic to
the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false
information / fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been
taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender
document(s) in its totality / entirety.

In case any provision of this tender is found violated, then your department/organization shall
without prejudice to any other right or remedy be at liberty to reject this tender/bid.

Dated, this day of2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the original letterhead of the Bidder]

ANNEXURE – E

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S..... was blacklisted or debarred by any Government Department from taking part in Government tenders for a period ofyears w.e.f. the period over on And now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by EMPLOYEES' STATE INSURANCE CORPORATION, SUB REGIONAL OFFICE ERNAKULAM shall be forfeited. In addition to the above EMPLOYEES' STATE INSURANCE CORPORATION, SUB REGIONAL OFFICE, ERNAKULAM, will not be responsible to pay the bills for any completed/ partially completed work.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

Dated, this day of2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the letterhead of the Bidder/Contractor]

ANNEXURE – F

FINANCIAL CAPABILITY OF BIDDER/CONTRACTOR

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

#	Financial Year	Turnover in Indian Rupees
A	2022-2023	
B	2023-2024	
C	2024-2025	

[Extra rows may be added, if required]

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

Dated, this day of2025

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the letterhead of the Bidder]

ANNEXURE – G

BID SECURITY DECLARATION FORM

Tender No.

To,

The Joint Director
Sub Regional Office Ernakulam,
ESI Corporation,
5th and 6th Floor BSNL Bhavan,
Kalathiparambu Road,
Ernakulam South – 682 016.

I/We, the undersigned, declare that:

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

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

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

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

Signed:

In the capacity of:

Name:

Duly authorized to sign the bid for an of behalf of

Dated, this day of2024

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

FORM OF CONTRACT AGREEMENT

This agreement made the _____ day of the month of _____ in the year 20....
BETWEEN, The Sub Regional Office Ernakulam, ESI Corporation (hereinafter called "ESIC") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at the 5th and 6th Floors of BSNL Bhavan, Kalathiparambu Road, Ernakulam South – 682 016 on the ONE PART; and

*Shri. _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/ principal office at _____ represented by its Managing/duly authorized partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorized Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Bidder) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

[Note: * Strike off whichever is not applicable]

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) GeM Bid No. dated-05-2025.
 - b) General Financial Rules (GFRs) and Manual for Procurement of Services issued by Department of Expenditure, Ministry of Finance.
 - c) All terms & conditions of the Tender, Letter of Acceptance, Purchase/Work order No. _____ & to the tenderer, Amendment's, Corrigendum's, if any, leading to and prior to acceptance letter.

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

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

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

Signature of Tenderer (with seal)

Witness (Signature, Name & Address):

1) _____

2) _____

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

Witness (Signature, Name & Address):

1) _____

2) _____