



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोज़गार मंत्रालय, भारत सरकार)
Employees' State Insurance Corporation
(Ministry of Labour and Employment, Govt. of India)



क्षेत्रीय कार्यालय / Regional Office
पंचदीप भवन, सर्वोदय नगर, कानपुर - 208005
Panchdeep Bhawan, Sarvodaya Nagar, Kanpur - 208005
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वेबसाइट/Website: www.esic.gov.in

NOTICE INVITING TENDER

TENDER NOTICE (THROUGH GeM PORTAL) HIRING OF PREMISES ON MONTHLY RENT BASIS FOR ACCOMMODATING ESI DISPENSARY SARDAR NAGAR GORAKHPUR FROM PSUs/AUTONOMOUS BODIES/ STATE OR CENTRAL GOVT. DEPARTMENTS/PRIVATE PARTIES

The Regional Director, ESI Corporation, Regional Office, Kanpur, invites online tenders through the GeM Portal from interested and eligible bidders, including Public Sector Undertakings (PSUs), Autonomous Bodies, Central or State Government Departments, and Private Parties, for hiring of premises (building) on a monthly rental basis to accommodate the ESI Dispensary at Sardar Nagar, Gorakhpur. The premises must be located on the ground floor at the location specified in the bid document. The lease will be for an initial period of three (3) years, which may be extended further by mutual consent, subject to the rules and guidelines in force as issued by the Government of India/ESIC. The eligibility criteria, requirements, and terms and conditions of the contract are detailed in the additional documents. The complete tender document, including all annexures and any corrigendum, is available online on the GeM Portal and the ESIC website at <https://www.esic.gov.in/tenders>. Interested bidders are advised to carefully read the tender documents and any updates before participating in the bidding process.

Title of the Bid	Tender Notice (Through GeM Portal) for Hiring of Premises on Monthly Rental Basis for Accommodating ESI Dispensary Sardar Nagar, Gorakhpur from PSUs/Autonomous Bodies/State or Central Government Departments/Private Parties.
Last Date for Submission of E-Tender	As specified in the bid details uploaded on the GeM Portal.
Date & Time of Opening of Online Tender	As specified in the bid details uploaded on the GeM Portal.
Earnest Money Deposit (EMD)	Bid Security Declaration is to be submitted in lieu of EMD.
Survey/Inspection of Premises	Will be scheduled and intimated to technically qualified bidders.
Period of Hiring	Three (3) years from the date of possession, extendable on mutual consent, subject to applicable rules and guidelines issued by the Government of India/ESIC.

Important Instructions to Bidders

Interested bidders are required to submit their bids online through the GeM portal (www.gem.gov.in) under the specified **GeM Bid Number**. The bids must include duly signed and scanned copies of all relevant certificates and supporting documents pertaining to both the **Technical** and **Financial** bids.

Detailed information regarding the requirements, tender documents, Bid Security Declaration (in lieu of EMD), specifications, and terms and conditions can be downloaded from the **GeM Portal** and the **ESIC website** at

<https://www.esic.gov.in/tenders>. Both **Technical** and **Financial** bids are to be submitted exclusively through the GeM Portal. Bidders must ensure the upload of all required documents as per the eligibility criteria outlined in the bid document. Any corrigendum or amendment related to this tender will be notified only on the aforementioned websites.

The **selection of the successful bidder** shall be at the sole discretion of the **Competent Authority**, who reserves the right to accept or reject any or all bids, or to relax any terms and conditions of the tender, without assigning any reason and without incurring any liability to the bidders. In the event that the scheduled bid opening date falls on a public holiday, the bids will be opened on the next working day. **Submission of physical tender documents is not required.**

Before submitting the bid, bidders are advised to carefully verify the accuracy, authenticity, and completeness of all submitted documents and details. Any submission of incorrect or incomplete information may lead to disqualification of the bid.

Although every effort has been made to ensure accuracy in the bid document, bidders are advised to review it thoroughly. No claim regarding any error or discrepancy in the document will be entertained.

Instructions for Bidders Submitting Online Bids

- All bidders, **except PSUs/Autonomous Bodies/State or Central Government Departments**, must be registered on the **GeM portal** to participate in the bid process.
- Bidders must register themselves as a '**Seller**' on <https://www.gem.gov.in>.
- **Financial bids** of only technically qualified bidders will be considered, **subject to successful physical inspection of the offered premises** by the designated hiring committee.

Pre-Bid Queries and Clarifications:

Bidders may raise or submit their queries related to this bid **on or before the pre-bid meeting**, which will be held at **ESIC Regional Office, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur**. All queries received within the stipulated time will be addressed and clarified during the pre-bid meeting. The responses and clarifications will be documented and shared through the **minutes of the meeting** or a formal clarification document.

Please note that: **Queries received after the scheduled date of the pre-bid meeting will not be entertained** and will not be considered during bid evaluation. Any clarification or representation regarding the bid document must be submitted **at least one day prior to the pre-bid meeting**, via email at rd-up@esic.nic.in. Submissions received after this deadline may not be considered.

Helpdesk Support

Phone: 0512-2217957

Email: rd-up@esic.nic.in

1. ABOUT THE ORGANISATION

The **Employees' State Insurance Corporation (ESIC)** is a statutory body established under an Act of Parliament — the **Employees' State Insurance Act, 1948 (ESI Act)**. The enactment of the ESI Act marked the first major legislation on social security for workers in independent India. It provides comprehensive social security to workers by offering medical care and cash benefits in cases of sickness, maternity, disablement, and death resulting from employment-related injuries. As of now, the **ESI Scheme** has been fully implemented in **586 districts** and partially implemented in **103 districts**, thus covering a total of **689 out of 778 districts** across the country. The **Headquarters of ESIC** is located in **New Delhi**, supported by a strong administrative network comprising:

- **24 Regional Offices**, including the **Regional Office at Kanpur**
- **40 Sub-Regional Offices**
- **605 Branch Offices** responsible for the administration of cash benefits to insured persons
- **104 Dispensary-cum-Branch Offices (DCBOs)** providing both cash benefits and primary medical care
- **1502 Dispensaries** delivering primary medical care services to insured persons

This extensive infrastructure reflects ESIC's commitment to ensuring accessible and effective social security and healthcare services for workers across India.

2. ELIGIBILITY CRITERIA

Subject to the provisions outlined in the bid document, participation in this tender process is open to all bidders who meet the prescribed **Eligibility** and **Qualification Criteria**. The bidder must satisfy all eligibility requirements as of the date of bid submission and must continue to meet them until the award of the contract. Participation in the bidding process does not confer any right or guarantee of award of contract by ESIC. Furthermore, **ESIC shall not be held liable for any loss or damage incurred by bidders** as a consequence of participating in the tendering process.

Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of contract.

- a) The bidder should not be blacklisted by any Govt./ PSU/ Autonomous Body.
- b) The bidder should be the owner of the building or should have valid authorization/ power of attorney from the original owner.

3. BUILDING REQUIREMENTS

1. The bid is invited for hiring of premises (building) on monthly rental basis as per the requirement below,

Name of the Dispensary to be accommodated	Carpet Area Required (in Sq.Ft)	Geographical Site / Location in which premises required	Area Where Building is Preferred	Period of Lease
ESI DISPENSARY – Sardar Nagar, Gorakhpur	1600	Within the main Area/Central Business Area (CBA) - Locality- Gorakhpur	Nearby Main Road/ Nearby Bus Stop/Nearby Railway Station/Industrial Area.	Initially for a period of 3 (Three) years which can be extended for further period on mutual consent

*ESIC Headquarters Office circular no.D-11/14/11/DCBO/Policy/2019-Genl. dated 12.01.2021

2. The space required is excluding the parking area, common facilities like lift, passage etc. The property offered should be on Ground Floor and preferably on main road / nearer to bus stop/railway station. The Building/Property should preferably be located in the Central Business Area (CBA) of the city/town as mentioned above or within a reasonable distance from the CBA.

3. The Building/Property should be fit for office use and evidence of appropriate approvals for commercial / institutional use of the property must be submitted along with Technical Bid. **Preference would be given to premises belonging to PSUs/Autonomous Bodies/ State or Central Govt. Departments.** The offered property should provide sufficient space for parking vehicles (both two-wheelers and four-wheelers), along with other requirements as specified in the bid document.
4. The building should have an easy approach from the main road, with free space for movement of heavy vehicles, if required the premises offered shall have accessibility to Trucks up to the premises for easy unloading of Medicine Consignments/other office related consignments.
5. The building should have adequate windows & doors and proper cross ventilation. The building should be constructed on elevated ground such that rain water/stagnant water do not enter the premises during rainy seasons.

4. TERMS AND CONDITIONS

The Terms and Conditions given in this bid document are sacrosanct and shall be considered as an integral part of this bid. ESIC is a statutory autonomous body under 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 bid. Minor variations in the terms and conditions of the bid as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the bid.

1. The bid will be acceptable only from the original owner of the building or the persons having valid power of attorney. The bids can be submitted only as a single party and the consortium of bidders shall not be entertained. **PROPERTY DEALERS AND BROKERS SHALL NOT APPLY.**
2. The premises offered should be legally free from all encumbrances. No legal disputes should be on the title of the property. If the property is owned by more than one person, then there should not be any kind of disputes between the co-owners and the title should be clear. The property offered should not be a break-up between different owners.
3. The building offered should be structurally sound and should be suitable for use as office/dispensary and preferably ready to be occupied with partitions, counters, cupboards, toilets, lifts, complete air conditioning etc. in place/fully working condition.
4. If the bid is made for bare shell building, the successful bidder will have to undertake the required furnishing, partitioning of space with provision of counters, lighting, fans, air conditioning, firefighting system, data/network/communication and electrical work etc. as the requirements/specifications given by ESIC, at his own cost within 30 days of the date of agreement for the hiring of the office space. Statutory permission (or) approval if any required for additions/alternations/modifications of the premises shall be obtained by the owner/landlord at his own cost from the concerned local authorities. It is clarified that ESIC will not incur any expenditure on these heads.
5. ESIC shall have the right to carry out necessary alteration/modification or make such structural or other changes to/in the premises as may be required by it for the purpose of its work. Provided always that the ESIC shall not make any permanent structural alterations incapable to being reversed or which would render incapable the restoration of the premises to its original position without the consent in writing of the owner/landlord(s) but such consent shall not be unreasonably withheld. However, the ESI Corporation shall have all rights to make temporary alterations in the demised premises and to erect temporary partitions, cabins, counters etc. to carry out its working effectively.
6. The building offered should be well connected with public transport. The approach road of the building should preferably be 30 ft. wide. The approach road of the premises offered should be sufficiently wide for movement of cars, auto-rickshaws, ambulances and trucks.
7. Well-ventilated and well-lit premises are required. There should be natural lighting in the campus/compound.
8. The Building should have proper waiting space and sufficient number of toilets i.e. minimum 2 + 2 toilets each for men and women respectively and 2 urinals for men along with proper sewage lines and with all necessary fittings/accessories in the accommodation are required for use of Medical Officers, officers, staff and visitors/patients separately. Attached toilet to be provided for use of Medical Officers.
9. There should be provision of sufficient water for toilets, wash basins, housekeeping, other cleaning purposes, etc.
10. The building should have requisite fire safety, environmental and security measures as per legal requirement. The building should be free from any hazards and surroundings which make it harmful for human occupation. Clearance/ No Objection Certificate from all the relevant Central/State/Municipal Authorities and fire department shall be enclosed, wherever applicable.
11. The building should meet all other safety norms like earthquake resistance, flood etc. required under the

law. The property should be insured against all type of damages during the entire period of lease. Since ESIC is the lessee/hire and has no insurable interest, the owner/landlord hereby has to ensure the premises/assets rented/hired against risks like burglary, fire or natural calamity at his (owner's) own cost and that ESIC will not be responsible or liable to make good any losses that may be sustained in any future date in respect of such premises/assets.

12. The premises should have suitable power supply for commercial operations and should have uninterrupted power supply/ back up for all essential services, working spaces and common area. Electrical points to be provided as per office requirement with proper earthing, wiring, switch boards, fans, tube lights etc. Installation of additional earthing pits should be allowed in case of requirement. The electrical wiring should be able to withstand the power load of at least 40 Nos. of 2 Ton Air Conditioners.
13. If the installed fixtures such as switches, power points, lights, fans etc. are not found acceptable, the bidders should be prepared to remove the same at their own cost and install new ones at their own cost within 10 days from the award of the tender. Further the owner of the property shall arrange proper chemical earthing at following parameters:

Phase to Neutral	220 V – 240 V
Phase to Earth	220 V – 240 V
Neutral to Earth	Below 2 Volts

14. The offered property should have electricity supply with a separate electric meter of 5 KVA load must be installed. If additional electric power load is required by the ESI Corporation later on (i.e. after taking over possession with electric load of required capacity) within the lease period, the same shall be arranged by the owner/ landlord at his own cost. ESIC shall not bear the cost/deposit for the additional load.
15. There should be adequate space for installation of UPS/Generator sets (if required) and also provision for connecting them to the power supply lines.
16. The building should have free dedicated parking facilities within the premises to park 2/4 wheeler vehicles for exclusive use of ESIC.
17. All building services such as lifts, power supply, plumbing, sewerage system, telephone/internet connectivity shall be fully operational at the time of submission of the offer by the bidder.
18. The building should have accessibility provisions as required under the " Rights of persons with Disability Act, 2016" for creating a barrier free environment, including toilets for persons with disabilities.
19. The premises offered shall have proper flooring acceptable to the ESI Corporation. The premises should have up to date payment towards Property Tax / Municipal Tax (Copy of last paid bill with receipt shall be attached). Further, the responsibility for payment of all kinds of taxes such as Property Tax / Municipal Tax etc., in connection with the property offered shall be of the owner/ bidder and updated copies of all tax receipts should be attached with the bid. The owner shall continue to bear these charges at his own cost for the lease period including extended lease period, if any.
20. The owner shall provide a separate electric meter, separate water meter and sewerage connections at his own cost before handing over possession to the ESIC. These connections should be in the name of the owner/landlord and all the dues have to be cleared before handing over the premises to ESIC. The consumption charges towards electricity shall be paid by the IMO (I/c) in case of ESI Dispensary from the date of occupation of the building by the ESI Corporation or its authorized persons as per the respective meter reading. Electrical charges for common portions / water pumps to be borne by the owner.
21. The property offered on rent should be newly white washed / painted with plastic emulsion and necessary repair works shall be carried out before handing over of physical possession with necessary modification as per requirement of ESIC. No advance payment shall be made in any circumstances for any kind of repair work needed for possession. All the expenditure has to be borne by the owner for repair work needed/ if any.
22. White washing/painting of the premises including front and back verandas, bath rooms, toilets, boundary wall, the entire exterior facade and painting or polishing of all doors, windows, ventilators, grills etc. as may be desired by the ESIC will be carried out by the owner/landlord at interval of **every three years** within the lease period and also before the handing over of possession. In case the owner/landlord fails to do so, the ESIC shall have the right to arrange it at the cost of the owner/landlord and deduct the amount from the rent payable or that may become payable, or otherwise recover from the owner/landlord. The maintenance (civil, electrical, mechanical, plumbing including consumable items etc.) shall be provided by the owner and the owner shall also undertake to carry out annual repairs and maintenance, plantation, pest and rodent control every year. No additional charges for the same shall be payable. In case of non-attendance of any complaint of malfunctioning of civil/ electrical/ sanitary fittings/ water etc. the problem shall be rectified by

- the ESIC and the expenditure thus incurred shall be recovered from the payable monthly rent.
23. ESIC shall have the right to install satellite dishes/communication towers, other communication equipment's, LAN Cabling & Power Cabling required for IT & computer networking purposes etc. as deemed necessary by the ESIC for facilitating electronic communication as also installation of power generating/amplifying devices including but not restricted to power transformers, power generators etc. as well as placing of sign boards, hoarding/publicity materials, ACs etc. in the terrace or on the building facade for its working activities and the owner/landlord will have no objection of any kind whatsoever and shall not claim any compensation or additional rent but however if any damage is resulted upon the demised premises due to such activities, the ESIC would be liable to repair the damage so caused, normal wear & tear is however expected.
 24. ESIC shall on the expiry or termination of the agreement be entitled to remove its movable assets such as LAN Cabling, Power Cabling, satellite dishes/communication towers, power generating/amplifying devices, ACs, Coolers and exhaust fans etc.
 25. Whenever necessary, the owner/landlord(s) will carry out necessary repairs of the building from time to time within reasonable period and in the event of failure or neglect or default on the part of the owner/landlord to carry out or effect necessary repairs, it will be optional for the ESIC either to terminate the lease or to retain the occupation of the demised premises or part thereof or to make or effect or carry out the necessary repairs of the premises, after a due notice to the owner/landlord and to deduct, the expenses so incurred along with interest etc. from the rent which is payable or become payable or otherwise recover from the owner/landlord. No rent will be payable for the period during which the ESIC is deprived of the use of the demised premises or part thereof due to the failure, neglect or default of the owner/landlord to carry out the necessary repairs of the demised premises.
 26. The possession of the premises will be given to ESIC after completion of the entire work as per the requirement and specifications. After taking possession, if it is found that any item or work remains unattended or not according to the specifications, the owner/landlord has to complete the same within a reasonable time from the date of possession of premises and in case of default, ESIC will have right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the owner/landlord.
 27. During the period of the lease/rental agreement/ the owner/landlord shall not transfer mortgage/ sell or otherwise create any interest in the premises leased to the ESI Corporation with any party thereby affecting ESI Corporation's right of occupation and any of the terms of the lease without written consent of the ESI Corporation.
 28. That if the landlord is desirous of making any addition to the building it shall be ensured by him that no access/approach by whatever means is made from the demised portion or the encroaching upon the open spaces which have been herein above made available to the exclusive use of the ESIC.
 29. If the demised premises at any time during the said terms or any extension thereof damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or pandemic or other irresistible force or act of God, and be not caused by the acts or neglect or fault of the ESIC then in such case it shall be optional with the ESIC to determine the lease or to retain occupation of the demised premises, if the ESIC so desires without any diminution of rent hereby reserved and in such cases, ESIC is not liable to pay for any such damage or destruction caused to the Building/Premises or for any repair works also.
 30. Lease agreement will be executed to the entire satisfaction of ESI Corporation. The registration charges, stamp duty for registration of lease deeds may be borne by the owner/ landlord only.
 31. The successful bidder may produce Building Stability Certificate duly certified by a Chartered/Registered/PWD Engineer and No Objection Certificate with respect to Fire Safety of the building before entering into the agreement.
 32. ESI Corporation after the expiration of the said term or extension thereof (if agreed mutually) will deliver possession of the demised premises to the owner/landlord in the nearly same condition as at the time of commencement of lease with normal wear & tear, except in case of Force Majeure incidents like fire, earthquake, cyclone, tempest, flood, violence of any army or mob or pandemic or other irresistible force. This condition shall not be construed to render the ESIC liable to do any repairs of any kind to the demised premises. The ESI Corporation shall be at liberty to remove at any time or at the time of vacating the premises, all furniture, fixtures and fittings including strong room doors, FBR ventilators, lockers, safes, counters etc. installed in the premises and the owner/landlord shall not claim any compensation.
 33. Any form of canvassing/ influencing the bid will attract rejection of the bid submitted by the bidder.

5. TECHNICAL CRITERIA/DOCUMENTS AND EVALUATION METHODOLOGY

1. Technical Criteria:

- (i) **The property offered must be on the Ground Floor.**
- (ii) **If bid received from PSU/Autonomous Bodies/State or Central Govt./Dept. no further evaluation of Private Party.**

2. The Bidder should enclose the following documents:

- a. Annexure 'A' (Technical Bid) duly filled up and signed.
- b. Copy of cancelled cheque/Bank pass book front page with A/c details.
- c. Copy of PAN & AADHAR Card of the Owner.
- d. Copy of certified sketch and site plan/approved plan.
- a. Proof in respect of ownership of the premises offered for which copy of purchase deed/registry/allotment letter/patta etc. to be enclosed.
- b. Copy of Power of Attorney, if applicable.
- c. Completion/Occupancy Certificate/Possession Certificates (if applicable).
- a. Latest copy of electricity bill and water bill.
- b. Latest copy of Property Tax/Municipal Tax/Service Tax as applicable.
- a. Clearance/No objection certificate from all the relevant Central/State/Municipal Authorities and fire department (if applicable).
- b. Copy of GST Registration Certificate (If applicable).
- c. Bid Security Declaration in lieu of EMD as per Annexure 'B'.
- d. Offer letter and Undertaking as per Annexure 'C'.
- c. Undertaking as per Annexure 'D'

All the documents attached with the bid must be legible and self-attested. The hiring committee may also call for any additional details/documents from the bidder, if required.

- 3. The technical bid is evaluated first and only those scoring a minimum threshold of 70% are considered for financial evaluation. The final selection is based on Combined Score, with technical (70%) and financial (30%).**
- 4. The bidder must specify the exact distance of the property from the nearest Railway Station and Bus Stand. Proximity to key locations such as Bus Stand, Industrial Area, or Railway Station will carry a weightage of 20% in the evaluation criteria. (Point No. 5 of Annexure 'A').**
- 5. Property offered by the bidder with parking without any implication on price, carries a weightage of 20% in the evaluation criteria. (Point No. 6 of Annexure 'A').**
- 6. The points at Serial No. 12 'Documents to be submitted' of the Technical Bid Form 'Annexure – A' carries a weightage of 30% in the evaluation criteria.**
- 7. New Building (Point No. 11 of Annexure 'A'), furnishing, plug and furniture (Point No. 9 of Annexure 'A') carry a weightage of 20% in the evaluation criteria.**
- 8. The property that offers the Sanctioned electricity load and the willingness to increase the load as per requirement carries a weightage of 10% in the evaluation criteria. (Point No. 7 of Annexure 'A').**

6. EVALUATION METHODOLOGY

1. Offers to be submitted on-line in two bid systems – Technical bid and Financial Bid. The Hiring Committee shall screen the offers received with reference to parameters given in tender documents.
2. **The evaluation of the bid will be both quality (technical aspect) and quoted price.**
3. Any technical bid with misrepresentation of facts or incomplete details or without mandatory documents or any offer for incomplete premises will be summarily rejected and their technical evaluation will not be done.

4. Tender applications/documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected without doing their technical evaluation.
5. Prior to the detailed evaluation of Proposals, the ESIC and/or its nominees will determine whether each Proposal has been submitted in terms of the tender document. In case of discrepancy, ESIC reserves the right to declare the bid invalid. Only those Bidders who fulfill all the criteria of pre-qualification will be considered for Technical and financial evaluation.
6. The bidder **should not** indicate the rent (Financial) details in the "Technical Bid", failing which the bid shall be summarily rejected.
7. Those Bidders that have been qualified in the technical evaluation will be considered for the financial bid. The basis of award for this tender will be on QCBS (Quality and Cost Based Selection). The selection will invariably be done on the basis of Quality cum Cost Based Selection (QCBS) criteria (70:30) for Technical and Financial evaluation. The selection of the building for the ESIC Dispensary will be carried out using the Quality and Cost-Based Selection (QCBS) method. Under this approach, the bids will be evaluated based on a combination of technical quality and financial cost, ensuring that the selected building not only meets the required quality standards but also offers the best value for money.
8. Only those bids that fulfill the criteria of Bid Security declaration and reasonable carpet area offered for rent will be shortlisted for further processing.
9. In technical evaluation, **priority would be given to premises belonging to PSUs/Autonomous Bodies/ State or Central Govt. Departments.** Similarly, preference shall be given to building of new construction, furnished Plug and Play office buildings having independent parking space.
10. The Hiring Committee will shortlist the premises qualifying the above set norms mentioned in the tender documents. Shortlisted premises shall be inspected by the hiring committee to verify whether the actual premises matches with the technical specifications or otherwise. During the inspection the required original documents shall be furnished for verification.
11. The opening of financial bids shall be done at a later date. The Financial bids of only those offers will be opened which are shortlisted after assessing the suitability of the accommodation, terms and conditions offered, compliance to technical specifications, verifications of their credentials and other liabilities. QCBS method.
12. Rates should be quoted in Indian Rupees only, Rates quoted in currencies other than Indian Rupees shall not be considered.
13. The monthly rent quoted shall be exclusive of GST and nothing beyond the quoted rent mentioned in the bid shall be paid by the ESI Corporation. Hence the bidders should give rates including all taxes/charges as applicable **excluding GST/Electricity charges**. Rates should be quoted in figures and words without any errors/ overwriting or corrections and should include all applicable taxes/charges etc., in case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.
14. The offer/bid must be valid for a minimum period of 1 year, reckonable from the date of opening of financial bid. However, based upon the requirement/situation, the validity may be extended for a mutually agreed further period as per ESIC's request.
15. Selection of the successful bidder will be at the sole discretion of the Competent Authority, who reserves the right to relax any terms and conditions and accept or reject any or all the bids without assigning any reason at any stage, without any liability towards bidder.
16. After receipt of ESIC confirmation for leasing of the premises which is considered to be most suitable/reasonable and its acceptance by its owner/landlord(s), if the owner/landlord(s) backs out on account of any reason the owner/landlord(s) is liable to pay to ESIC, all expenditure incurred by the ESIC related to leasing of premises viz., from releasing of advertisement to

finalizing the premises and other incidental expenditure incurred in the process.

7. PRICE VARIATION CLAUSE

Finalization of rent will be based on rate reasonability certificate obtained from CPWD/empaneled valuers of PSU/Banks. The period of lease should be for a minimum of 3 years duration initially and extendable further for 3 years at a time on mutual consent under agreement. Rent enhancement after expiry of agreement period is normally 10% for 03 years, subject to mutual consent of land lord and ESIC as per guidelines of ESIC, as applicable at that time. No increase in rental charges will be allowed in the middle of lease period or extended lease period as well.

8. TERMS OF PAYMENT

1. The monthly rent will start as and when possession of the fully furnished/operational building space is taken over by ESIC with all services in place and made operational. The rent shall be paid as per the lease agreement on submission of rent bills through the concerned Medical Officer Incharge of the Dispensary forwarded through proper channel by post from the Dispensary.
2. GST amount will be reimbursed only after submission of proof of payment. TDS towards IT/TDS on GST will be deducted on the amount payable at the prevailing rate.
3. ESIC will not pay any Brokerage for the offered property. No Earnest Money or Security Deposit or Advance Rent will be given by ESIC to the owner offering the premises.
4. No advance payment shall be made in any circumstances for any kind of repair work needed for possession. All the expenditure has to be borne by the owner for repair work needed/ if any.

9. INDEMNITY

The bidder shall indemnify the ESIC against all other damages/charges and expenses for which this ESIC may be held liable or pay on account of the negligence of the bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. ESIC shall not be responsible financially or otherwise for any injury to the worker or person deployed by the bidder during the course of performing duties.

10. BREACH OF CONTRACT/ TERMINATION OF LEASE

Any violation of any condition in the agreement should be brought to the notice of the other party for giving an opportunity for rectification. The premature vacation of the premises should be resorted to only when the violations are not corrected in a time bound manner. Notice for vacation will be given by either party with **3 months' notice period** without fail. No premises should be vacated without giving such a clear **three months' time period** to the other party.

11. ARBITRATION

All disputes in connection with the execution of contract shall be settled under the provisions of Arbitration and Conciliation Act 1996 (as amended up to date/time to time) and the rules framed there under and in force shall be applicable to such proceedings.

12. JURISDICTION

The disputes, legal matters, court matters, if any, shall be subject to Kanpur jurisdiction only.

Technical Bid Form

GeM Bid No:.....

Hiring of Office Premises for ESI Dispensary:.....

S.NO.	PARTICULARS	DETAILS
1	Name of ESI Dispensary (for which premise offered)	ESI DISPENSARY –
2	Full particulars of the legal owner of the premise	
(a)	Name:	
(b)	Address (Office & Residence):	
(c)	Telephone & Mobile No.:	
(d)	E-mail Id:	
(e)	PAN No.:	
(f)	AADHAR No.:	
(g)	Bank Name and Address:	
(h)	Bank Account No.:	
(i)	IFSC Code No.:	
(j)	Bank MICR No.:	
3 (a)	Complete address with brief description and location of the accommodation offered.- As per technical criteria mentioned in Clause 5(1) of NIT	
(b)	Whether commercial or dual use (residential- cum- commercial)	
4	Details of premises offered for rent in sq.ft. (Showing length x width)- As per technical criteria mentioned in Clause 5(1) of NIT	
(a)	Total Plot Area	
(b)	Open Area	
(c)	Build-up covered carpet area	

(d)	Year of construction	
(e)	No. of rooms and dimensions thereof	
(f)	No. of toilets - Ladies/Gents	
(g)	No. of halls and dimensions thereof	
(h)	DLC/ Govt. Rate of area	
(i)	Others	
(j)	No. of floors in the Building	
(k)	At which floor the premises are offered	
(l)	Waiting area for IPs available	
5	Distance (in kms) from the nearest;	
(a)	Railway Station	
(b)	Bus Station/Bus Stop	
(c)	Main Road (specify road and its width)	
6	Facilities for Vehicle parking. (No. of Cars/ Two Wheelers which can be parked)	
7 (a)	Sanctioned electricity load (Attach copy of latest paid Electricity Bill)	
(b)	Whether willing to get the electricity load increased in case of ESI Dispensary requires	
8	The period and time when the said accommodation could be made available for occupation after the approval of ESIC	
9 (a)	Number of Lights, Fans and AC	
(b)	Exhaust Fans	
(c)	Wash Basin with Mirror (in Toilets)	

(d)	Any other facility like telephone, intercom	
(e)	Details of internal finishing	
(f)	Details of floorings	
10	Whether sufficient place is available from the road, in case of road widening/metro work in future?	
11	Property Construction Date (Year of Construction) Attach Documents	
12	Documents to be submitted:	Yes/No
(a)	Duly filled up and signed Annexure 'A'	
(b)	Copy of cancelled cheque/bank passbook front page	
(c)	Copy of PAN Card/AADHAR Card	
(d)	Copy of self-certified sketch/drawing and site plan/ approved plan(Map)	
(e)	Proof in respect of ownership of the premises i.e. proprietary rights of building.(Copy of purchase deed to be enclosed.)	
(f)	Copy of latest electricity bill	
(g)	Copy of latest water bill	
(h)	Bid Security Declaration as per Annexure 'B'	
(i)	Copies of Property Tax/Municipal Tax as applicable	
(j)	Offer letter & Undertaking as per Annexure 'C'	
(k)	Copy of GST Registration Certificate (if applicable)	
(l)	Copy of power of attorney (if applicable)	

(m)	Clearance/NOC from Competent Authorities	
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DECLARATION:

1. I/we have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the bid documents and agree to abide by the same in totality.
2. It is hereby declared that the particulars of the buildings etc. as furnished against the individual items are true and correct as per my/our knowledge and behalf. In the event of any of the same being found to be false, I/we shall be liable to such consequences/lawful action as the ESIC may wish to take.

Bidder's/Owner's Signature:.....

Name:

Date:

Bidder's/Owner's Signature:.....

Name:

Date:



[The bidder should not indicate the rent(Financial) details in the "Technical Bid", failing which the bid shall be summarily rejected (Clause 6(6))]

BID SECURITY DECLARATION

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

**In r/o ESI Dispensary
(To be submitted on the Bidder's Letter Head)**

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for (Insert Title of the Tender) (Tender No), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by ESIC, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- a) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Bidder's/Owner's Signature:

Name:

Date:

[The bidder should not indicate the rent(Financial) details in the " Technical Bid", failing which the bid shall be summarily rejected (Clause 6(6))]

OFFER LETTER AND UNDERTAKING

To,

The Regional Director,
Employees' State Insurance Corporation,
Regional Office, Panchdeep Bhawan,
Sarvodaya Nagar, Kanpur – 208005, Uttar Pradesh.

Subject: Hiring of Premises for ESI Dispensary – – Reg.

Ref: GeM Bid No.

Sir,

With reference to your tender notice inviting offers for hiring office accommodation for the above location, I/Wehereby submit my/our offer as follows:

- **A. Technical Bid:** Annexure – 'A'
- **B. Bid Security Declaration:** Annexure – 'B'
- **C. Undertaking:** Annexure – 'D'

I, **[Full Name]**....., S/o, D/o, W/o Shri./Smt. **[Father/Husband's Name]**....., am the **Proprietor/Partner/Director/Authorized Signatory** of] and am duly authorized to sign this declaration and execute the tender document.

I/We hereby certify that I/We have read and understood the entire set of terms and conditions of the tender documents from **Page No.**(including all annexures, schedules, etc.) forming part of the contract agreement. I/We agree to abide by these terms, conditions, and clauses in their entirety.

I/We confirm that any **corrigendum(s)** issued by your department/organization has been duly noted and considered while submitting this offer. I/We hereby unconditionally accept the tender conditions, including any corrigendum(s), in their totality.

The rates quoted by me/us are valid and binding for the entire contract period. Furthermore, I/We declare that there are no pending vigilance, CBI, or court cases against the me/firm. I/We also certify that neither I nor the signatory/firm has ever been blacklisted by any government, semi-government, public, or private institution. I/We further declare that there are no government or municipal restrictions that would prevent the letting of the proposed building for office accommodation. The space offered is free from any liability or legal disputes regarding its ownership and lease, and there are no pending payments from previous rental or lease agreements, if any.

I/We hereby confirm that the title of the premises is clear and free from any encumbrances. Additionally, I/We certify that all legal and technical formalities related to the premises have been completed, and there is no backlog in this regard.

Should I/We be selected as the successful bidder, I/We will provide all necessary documents, including the **Building Stability Certificate, Fire Safety NOC**, and any other relevant documents, as required.

In the event of any violation of the provisions of this tender, your department/organization shall, without prejudice to any other rights or remedies, have the liberty to reject this tender/bid, including the forfeiture of the full earnest money deposit.

Bidder's/Owner's Signature.....

Name: [Full Name].....

Date:

[The bidder should not indicate the rent(Financial) details in the " Technical Bid", failing which the bid shall be summarily rejected (Clause 6(6))]

UNDERTAKING

To,

The Regional Director,

Employees' State Insurance Corporation,

Regional Office, Panchdeep Bhawan

Sarvodaya Nagar, Kanpur-Uttar Pradesh - 208005

**Subject: Offer for Leasing of Property on Monthly Rental Basis for ESI
Dispensary,.....**

Sir,

I/We [Full Name], S/o or D/o or W/o (Resident of), hereby offer my property situated at[Full Address] do hereby solemnly affirm and declare as under:

1. That I/We am/are participating in the bid/tender for (Tender Name/Reference Number) issued by ESI Regional Office, Kanpur, Uttar Pradesh.
2. That I/We hereby declare that there are no outstanding tax liabilities against me/us with respect to:
 - (i) Municipal taxes (including property tax, water tax, sanitation charges, etc.).
 - (ii) Any other local, state, or central government taxes or dues.
3. That I/we have complied with all applicable tax laws and regulations and have paid all dues as required under law.
4. That this declaration is made in good faith and with full understanding that any false statement or misrepresentation may lead to disqualification from the bidding process and/or legal action.
5. That I/we undertake to produce relevant documents or certificates as and when required by the tendering authority to substantiate this declaration.

Signature: _____

Name: (Full Name)

Contact Details: [Ph. No....., Email ID:.....]
