

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-08-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-08-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	Regional Office Guwahati
वस्तु श्रेणी /Item Category	Leasing in of Commercial Properties - Office Space; Wet Lease (maintenance to be borne by lessor); 5 years- 10 years; 1; Ground Floor; CCTV facility, Streetlights near the building, Electricity back-up; yes; no; yes; 186
अनुबंध अवधि /Contract Period	3 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	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
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1000000

**बिड विवरण/Bid Details**

मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

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

आवश्यकता/Required	No
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**विभाजन/Splitting**

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE 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.
3. 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.
4. 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.
5. 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.

6. 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.

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

**Scope of Work:**[1751621291.pdf](#)

**Payment Terms:**[1751621295.pdf](#)

**Leasing In Of Commercial Properties - Office Space; Wet Lease (maintenance To Be Borne By Lessor); 5 Years- 10 Years; 1; Ground Floor; CCTV Facility, Streetlights Near The Building, Electricity Back-up; Yes; No; Yes; 186 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Purpose for leasing building	Office Space
Type of Lease	Wet Lease (maintenance to be borne by lessor)
Age of the building (Time period since construction)	5 years- 10 years
Maximum number of floors required in the building	1
Preference of floor required	Ground Floor
Facilities Required	CCTV facility , Streetlights near the building , Electricity back-up
Physical Inspection (before signing the contract)	yes
Lift required	no
Parking Space required	yes
Area of the Property (in Sq Mtr)	186
<b>एडऑन /Addon(s)</b>	

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of units	अतिरिक्त आवश्यकता /Additional Requirement
1	Biman Dehingia	786005,Pankaj Saikia's residence, Ground Floor Chandmari Ghat Road, Paltan Bazar P.O. Jalan Nagar, Dibrugarh, Assam	1	<ul style="list-style-type: none"><li>Number of Months : 36</li></ul>

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

1. **Generic**

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

2. **Generic**

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

3. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. TERMS & CONDITIONS:**

- 1.1. ESIC Regional Office, Guwahati will not pay any kind of initial deposit/ advance for rent.
- 1.2. The accommodation should have: -
  - a) An area of up to 2000 Sq. Ft (approx.) either commercial or residential, excluding parking and common areas.
  - b) The accommodation should be preferably situated on the ground floor within the area of Dibrugarh, Assam.
- 1.3. The location should have connectivity by public transport. Premises should be easily accessible by public transport and preferably closer to the bus stand/railway station of the concerned city.
- 1.4. The electrical connection with at least 5 KVA power load should be available, for exclusive use and with adequate electrical fixtures with provision of installation of independent meters/ sub meters.
- 1.5. The building to be hired should have proper earthing. The parameters are phase-neutral=220 to 240 V, Phase-Earthing=220 to 240 V, and Neutral-Earthing = 0.1 to 2 V.

- 1.6. ESIC may install a D.G. Set (if required) and IT Antenna/Radar, the owner shall not have any objection to such installation without any extra money.
- 1.7. The building to be hired should have an adequate water supply.
- 1.8. The building to be hired should have separate toilets 02 (Two) for gents and 02 (Two) for ladies & 01 (One) for physically handicapped.
- 1.9. The building to hire should have sufficient free parking space for staff and visitors.
- 1.10. The accommodation should have a minimum of one hall and 6/8 other rooms shall be made as per the requirement of ESIC.
- 1.11. The interested parties may quote offers at the rate per sq. ft, which is inclusive of all kinds of taxes.
- 1.12.
  - a. The details as mentioned in Annexure - I should be furnished.
  - b. The Undertaking as mentioned in Annexure - II must be duly signed and submitted.
  - c. All the documents as mentioned in Annexure - III must be submitted.
- 1.13. Details of furniture, fixtures, etc., if any
- 1.14. The responsibility of 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 bids. The owner shall continue to bear these charges at his own cost for the lease period or extendable lease period as well.
- 1.15. Possession of the accommodation will be handed over to the Regional Director on immediate basis from the date of award of the order and rent shall be payable from the date of possession, subject to clause 1.24. of the Tender document. Further, the rent will be paid on the actual handover of premises after compliance with clause 1.24.
- 1.16. The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same.
- 1.17. The Tender will be acceptable only from the original owner of the building/property. ESIC will not pay any brokerage for the offered property. All documents must be signed by the original owner himself.
- 1.18. Whitewashing/painting of the Interior & Exterior of the hired premises including the front and back verandas, bathrooms/toilets, boundary wall, the entire exterior façade, 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 regular interval / as and when required 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.
- 1.19. The successful bidder shall provide the building in ready condition as per the requirements given above within one month of acceptance of the bid.
- 1.20. The premises offered shall have proper flooring acceptable to the ESI Corporation.
- 1.21. A lease agreement will be executed to the entire satisfaction of ESI Corporation. The registration charges; and stamp duty for registration of the lease deed will be borne by the owner/ landlord only.
- 1.22. Tenders not conforming to this requirement shall be rejected and no correspondence will be entertained in this regard whatsoever the reason may be.
- 1.23. Any form of canvassing/ influencing the bid will attract rejection of the bid submitted by the bidder.
- 1.24. Rent will be paid on submission of Rent Invoice along with Advanced Stamped Receipt by the 5th of next Calendar Month.
- 1.25. The Regional Director of ESIC, Regional Office, Panchdeep Bhawan, Bamunimaidam, Guwahati -7810

21, Assam, has the right to accept/ reject any or all quotations without assigning any reason(s) thereof.

1.26. If any modification in infrastructure is required, the work is to be done by the owner at his own cost.

## **2. TERMS OF TERMINATION OF LEASE**

2.1 The rental period of accommodation will be 03 (Three) years on a monthly rental basis thereafter extendable. No enhancement of Rent shall be admissible during the lease period of 03 (Three) years. After 03 (Three) years, the rental agreement is renewable, and enhancement of rent as per ESIC instruction/provision laid down for such enhancement.

2.2 The ESI Corporation shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the owner/landlord by giving 01 (One) month's notice in writing. The right to terminate the lease before the expiry of the lease period will vest only with the ESI Corporation.

## **3. DISPUTE SETTLEMENT**

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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 resolved as per The Assam Tenancy Act, 2021.

## **4. PENALTY CLAUSE**

Failure on the part of the owner to execute terms and conditions during the period of the contract will attract a penalty on the rates as decided by the Arbitrator.

## **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---