



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5229464  
Dated/दिनांक : 31-07-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-08-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-08-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Employees State Insurance Corporation (esic)
Office Name/कार्यालय का नाम	Regional Office Guwahati
Item Category/मद केटेगरी	Leasing in of Commercial Properties - Office Space; Wet Lease (maintenance to be borne by lessor); 5 years- 10 years; 1; Ground Floor; none; yes; no; yes; 195
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	6 Lakh (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	1200000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

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

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

**Scope of Work:**[1722404539.pdf](#)

**Payment Terms:**[1722404552.pdf](#)

**Title of premises should be clear, and it should be free from any encumbrances. Bidder should certify that all legal & technical formalities are completed for the premises.:[1722404600.pdf](#)**

**Leasing In Of Commercial Properties - Office Space; Wet Lease (maintenance To Be Borne By Lessor); 5 Years- 10 Years; 1; Ground Floor; None; Yes; No; Yes; 195 ( 1 )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>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	none

Specification	Values
Physical Inspection (before signing the contract)	yes
Lift required	no
Parking Space required	yes
Area of the Property (in Sq Mtr)	195
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of units	Additional Requirement/अतिरिक्त आवश्यकता
1	Rudrajit Das	784125,c/o Biswajit Sarkar, B.R. Road, Near ASEB, Ward no 3,PO - Mangaldoi, District-Darrang, Assam,	1	<ul style="list-style-type: none"> <li>Number of Months : 36</li> </ul>

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

##### 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

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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

- 1.1. ESIC Regional Office, Guwahati will not pay any kind of initial deposit/ advance for rent.
- 1.2. The accommodation should have: -
  - a) An area up to 2100 Sq. Ft (approx.) either commercial or residential, excluding parking and common areas.
  - b) The accommodation should be preferably situated at ground floor within the town of Mangaldai, Assam.
- 1.3. The location should have connectivity by public transport. Premises should be easily accessible by public transport and preferably closer to bus stand/railway station of the concerned city.
- 1.4. The electrical connection with at least 5 KVA power load should be available and 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 240V, Neutral-Earthing=0.1 to 2 V.
- 1.6. ESIC may install D.G. Set (if required) and IT Antenna/Radar, the owner shall not have any objection for such installation without any extra money.
- 1.7. The building to be hired should have adequate water supply.
- 1.8. The building to be hired should have separate toilets 2(two) for gents and 2(two) for ladies & 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 minimum of one hall and 6/8 other rooms shall be made as per requirement of ESIC.
- 1.11. The interested parties may quote offers at rate per sq. ft, which is inclusive of all kind 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 kind 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 actual handover of premises after compliance of 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 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. White washing/painting of the Interior & Exterior of the hired 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 regular interval / as and when required within the lease period and also before the handi

ng 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 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. Lease agreement will be executed to the entire satisfaction of ESI Corporation. The registration charges, stamp duty for registration of lease deed will be borne by the owner/ landlord only.

1.22. Tender 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 bid submitted by the bidder.

1.24. Rent will be paid on submission of Rent Invoice along with Advanced Stamped Receipt by 5th of next Calendar Month. On receipt of the monthly claim, being in order, Rent will be paid by the 15th of the 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 quotation 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.

## **Disclaimer/अस्वीकरण**

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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---