



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
**EMPLOYEES' STATE INSURANCE
CORPORATION**
(Ministry of Labour & Employment, Govt. Of India)



क्षेत्रीय कार्यालय
हाउसिंग बोर्ड, फेज - 1, साई रोड, बद्दी (हि.प्र.) - 173205
Regional Office
Housing Board, Phase - 1,
Sai Road, Baddi [H.P.] - 173205
फोन: 01795-245961, 01795-245966
ई-मेल: rd-hp@esic.gov.in वेबसाइट: www.esic.gov.in

संख्या: डी-11014/42/2022-सामान्य

NOTICE FOR INVITING BIDS THROUGH GeM PORTAL FOR HIRING OF PREMISES FOR OPENING OF ESIC NEW BRANCH OFFICE AT SHIMLA IN HIMACHAL PRADESH.

The Regional Director, ESI Corporation, Regional office, Baddi invites Bids through GeM Portal from the interested and eligible Bidders from Government / PSU Organizations / Employer Association / Private Bodies (Bidder) for hiring of premises (building) on rental basis to accommodate New Branch Office, located in Municipal Area of Shimla, Distt. - Shimla, (Himachal Pradesh) for the period of five (5) Years which may be extended for one (1) year further period on mutual consent. The premises should be on the ground / first floor on the road level and all basic amenities and sufficient parking space, waiting area and separate toilets for ladies and gents in the premises should be available.

Name and location of Hiring of Premises for ESIC Branch Office	Performance Security	Earnest Money Deposit (EMD)	Required Areas	Last Date of Receiving Bid	Bid Opening date
Municipal Area Shimla, Distt. - Shimla, (Himachal Pradesh).	As per GeM	Rs.42,480/-	1000 sq.ft. (Approx)	As per GeM	As per GeM

The Bid will be available only in online mode on GeM Portal. Bid submitted through offline mode will not be considered. Bidder must submit bid online at <https://gem.gov.in> with soft copy of EMD in favor of "ESI FUND ACCOUNT NO. 1" payable at SBI, Baddi and original EMD document must be submitted in physically form with covering letter by written "EMD for Hiring of Premises for opening of ESIC new branch office at Shimla (H.P.)" in EMD Box placed at reception of the ESIC Regional Office, Panchdeep Bhawan, Housing Board, Phase 1, Sai Road Baddi, Himachal Pradesh or alternatively can be sent through registered / Speed post at above given address. The bidder must ensure that the EMD should reach this office on or before last date & time of receiving the Bid (GeM GTC also applicable), at no cost EMD received late will not be accepted.

More details & application for uploading the Bid documents (Online mode) are available on website: www.esic.gov.in/tenders and <https://gem.gov.in> respectively.

Any corrigendum to this Bid will be notified through above website (www.esic.gov.in) only. Regional Director, Regional Office, Baddi (H.P.) reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

Technical Bids will be opened at the Regional Office ESIC Baddi as per GeM specified date and time. Financial bids in respect of only qualified bidders will be considered after physical inspection of premises by Hiring Committee. The date of opening of financial bids will be informed to the qualified bidders by Telephone or email accordingly.

Bid validity will be 180 days.

Note: Bidder must upload the required documents (self-attested) only along-with Bid.

s/d

Regional Director
Regional Office, Baddi (H.P.)



क.रा.बी.नि.
ESIC

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शिमला में क.रा.बी.निगम का नया शाखा कार्यालय खोलने के लिए परिसर किराए पर लेने हेतु जेम पोर्टल के माध्यम से बोलियां आमंत्रित करने की सूचना।

क्षेत्रीय निदेशक, क्षेत्रीय कार्यालय, बद्दी द्वारा नगर निगम क्षेत्र शिमला, जिला-शिमला (हिमाचल प्रदेश) में नया शाखा कार्यालय हेतु (पाँच) 5 वर्ष की अवधि के लिए, जिसे आपसी सहमति से आगे एक (1) वर्ष की अवधि के लिए भी बढ़ाया जा सकता है, परिसर किराये पर देने के लिए इच्छुक और पात्र सरकारी विभाग / पीएसयू संगठन / नियोक्ता संघ / निजि निकायों (बोलीदाताओं) से GeM पोर्टल के माध्यम से बोलियां आमंत्रित की जाती हैं। परिसर सड़क के तल पर भूतल / प्रथम तल पर ही होना चाहिए और परिसर में सभी बुनियादी सुविधाएं और पर्याप्त पार्किंग स्थान, प्रतीक्षा क्षेत्र और महिलाओं और पुरुषों के लिए अलग-अलग शौचालय होना चाहिए।

शाखा कार्यालय, क.रा.बी. निगम के लिए किराए पर भवन लेने का स्थान	निष्पादन सुरक्षा	अग्रिम राशि जमा (ई एम डी)	आवश्यक क्षेत्रफल	बोली प्राप्त करने की अंतिम तारीख	बिड खोलने की तारीख
नगर निगम क्षेत्र शिमला, जिला-शिमला (हिमाचल प्रदेश)	GeM अनुसार	Rs. 42,480/-	1000 वर्गफुट (लगभग)	GeM अनुसार	GeM अनुसार

बिड केवल GeM पोर्टल पर ऑनलाइन मोड में ही उपलब्ध होगी। ऑफलाइन मोड के माध्यम से प्रस्तुत बोलियों पर विचार नहीं किया जाएगा। बोलीदाता को <https://gem.gov.in> पर EMD (EMD in favor of "ESI FUND ACCOUNT NO. 1" payable at SBI, Baddi) की सॉफ्ट कॉपी सहित ऑनलाइन बोली जमा करनी होगी, और EMD का मूल / असली दस्तावेज भौतिक रूप में कवरिंग पत्र के साथ लिखित रूप में "शिमला में क.रा.बी.निगम का नया शाखा कार्यालय खोलने के लिए परिसर की हायरिंग के लिए EMD" लिखकर क.रा.बी.निगम, क्षेत्रीय कार्यालय, पंचदीप भवन, हाउसिंग बोर्ड, फेज-1, साई रोड बद्दी, हिमाचल प्रदेश के रिसेप्शन पर रखे ई.एम.डी. बॉक्स में जमा करना होगा या वैकल्पिक रूप से ऊपर दिए गए पते पर पंजीकृत/स्पीड डाक के माध्यम से भेजा जा सकता है। बोलीदाता को यह सुनिश्चित करना होगा कि बोली प्राप्त करने की अंतिम तिथि और समय से पहले EMD इस कार्यालय में पहुँच जानी चाहिए (GeM GTC भी लागू है), किसी भी कीमत पर देरी से प्राप्त EMD स्वीकार नहीं की जाएगा।

बोली दस्तावेज (ऑनलाइन मोड) अपलोड करने के लिए अधिक विवरण और आवेदन क्रमशः वेबसाइट: www.esic.gov.in/tenders और <https://gem.gov.in> पर उपलब्ध हैं।

इस निविदा के किसी भी शुद्धिपत्र को उपरोक्त वेबसाइट (www.esic.gov.in) के माध्यम से ही अधिसूचित किया जाएगा। क्षेत्रीय निदेशक, क्षेत्रीय कार्यालय, बद्दी (हि.प्र.) के पास किसी भी स्तर पर बिना कोई कारण बताए किसी भी या सभी बोलियों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है।

तकनीकी बिड क्षेत्रीय कार्यालय, क.रा.बी. निगम, बद्दी में GeM द्वारा निर्दिष्ट तिथि और समय पर खोली जाएगी। हायरिंग कमेटी द्वारा परिसर के भौतिक निरीक्षण के बाद केवल योग्य बोलीदाताओं के संबंध में वित्तीय बोलियों पर विचार किया जाएगा। योग्य बोलीदाताओं को तदनुसार टेलीफोन और ईमेल द्वारा वित्तीय बोली खोलने की तारीख की सूचना दी जाएगी।

बिड की वैधता 180 दिन होगी।

टिप्पणी: बोलीदाता को बोली के साथ केवल मांगे गए दस्तावेज (स्व-सत्यापित) ही अपलोड करने होंगे।

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s/d
क्षेत्रीय निदेशक

Important Instructions for Bidders who desire to participate in online Bid

All bidders/owner should have GeM registration to participate in Bid.

The Financial bids will be opened only of those bidders whose proposed premises are found suitable during physical inspection by the Hiring Committee after qualifying in the technical Bid evaluation.

Bidders should get registered as "Seller" at <https://www.gem.gov.in>

Help Desk Support

If any assistance in registration process in GeM, bidders can contact GeM Helpdesk which is furnished below.

Mail at: helpdesk-gem@gov.in

Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat)

Helpdesk Outbound No's: 0755-6681401, 0755-6685120, 011-69095625, 011-69095640

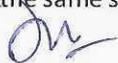
For any issue for clarifications relating to the published Bid, bidder is requested to contact ESIC, Regional Office, Baddi, H.P. – 173205.

Landline No. 01795-245961

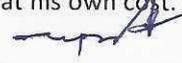


GENERAL TERMS & CONDITIONS

1. The space required for Branch Office is 1000 sq. ft. (Approx) Carpet Area should be on ground floor / first floor on the road level. Further the space of 1000 sq.ft. (Approx) area excluding parking area and should be located in Municipal Area of Shimla, Distt. - Shimla, (Himachal Pradesh). The premises should be easily accessible.
2. The building at suitable locations having connectivity by public transport, parking space, toilets, water supply, sewage, ventilation, proper electricity connection and installed load and fulfilling other local needs i.e. easy approach to IPs and employer will be given preference.
3. Free parking space within the premises to park 2 and 4 wheeler vehicles must be available for exclusive use of ESIC.
4. The premises should be suitable for office use.
5. The premises should have minimum 2 to 3 Rooms, 1 Waiting Hall and 2 toilets (separate for ladies & gents).
6. The premises should have electrical fixtures such as switches, power points, proper earthing provisions for computers, A.C. (Split/Window), Water Cooler, R.O. etc.
7. The premises should have provision for sufficient running water supply for drinking and utility facilities.
8. The premises should have adequate security cover.
9. All mandatory clearances required should be available for the premises.
10. The owner of the premises shall arrange earthing of following parameters:
 - i. Phase to Neutral: 220V-240V
 - ii. Phase to earth: 220V-240V
 - iii. Neutral to earth below 2 volts.
11. The premises should be properly whitewashed/painted.
12. The successful bidder shall provide the premises in ready condition as per requirements given above within sixty (60) days of acceptance of the bid.
13. EMD will be deposited in the form of Demand Draft and drawn in favour of "ESI Fund Account No. 1" payable at Baddi failing which the bid is liable to be rejected out rightly. In the event of the withdrawal / revocation of bid by within the valid period of the offer, the earnest money shall be forfeited. The earnest money will however, be returned to the bidder whose Bid is not accepted. The earnest money deposited by the bidders shall not carry any interest whatsoever. EMD of the unsuccessful bidders shall be returned after award of the contract to the successful bidder. No correspondence / request for the withdrawal of the same shall be entertained before the award of the contract to the successful bidder.
14. After evaluation of the technical bids as per technical bid form (Annexure-A), short-listed landlords will be informed by the ESIC Corporation for arranging site-inspection of the offered premises. The Financial bids will be opened only of those bidders whose proposed premises are found suitable during physical inspection by the Hiring Committee after qualifying in the technical Bid evaluation.
15. The monthly rent should be quoted in INR and should be inclusive of all taxes/charges/duties (excluding GST, water and electricity charges).
16. G.S.T and T.D.S. will be deducted at the prevailing rates, notified from time to time (if applicable).
17. The owner/land lord will have to construct partitions required for Branch Office's requirement and make modification/alterations in the premises if so desired by the ESIC at his own cost before handing over possession to the ESIC. Permission/approval required if any regarding additions/alterations/modifications of the premises shall be obtained by the owner/landlord at his own cost from the concerned local authorities. The rent will be start from the date of actual possession of the premises.
18. The owner shall provide a separate electric meter, water meter and sewerage connection at his own cost before handing over the possession of the premises 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 possession of the premises to ESIC. The consumption charges of water supply and electric charges shall be paid by the ESIC from the date of occupation / possession of the premises by ESIC as per the respective Meter reading. If additional electric power load is required by the ESIC later on (i.e., after taking over possession with electric load of required capacity) within the Rent agreement period, the same shall be arranged by the owner/landlord at his own cost.







19. Rent agreement will be executed to the entire satisfaction of ESIC. The registration charges, stamp duty for registration of Rent agreement will be borne by the owner/landlord only.
20. After completion of first 3 Year of ~~lese~~ deed period, the monthly rent may be enhanced maximum upto 10 (ten) percentage of previous rent, subject to the condition that the building is maintained properly. A certificate from the competent authority or user of premises is to be given prior to any enhancement in the rent.
21. ESIC shall have the right to carry out any additional necessary alteration/modification or make such structure or other changes to/in the premises as may be required by it for the purpose of its work, provided that the ESIC shall not make any permanent structural alternations incapable to being reversed or which would render incapable the restoration of the premises to its original positions without the consent in writing of the owner/landlord(s), but such consent shall not be unreasonably withheld in the case of such alteration as shall be necessary or required by ESIC for the purpose of better amenities and carrying on its working effectively. However, the ESIC shall have all rights to make temporary alteration in the demised premises and to erect temporary partitions, cabins, counters etc. to carry out its work effectively.
22. ESIC shall have the right to install satellite dishes/communication towers and other communication equipment's etc. as deemed necessary by the ESIC. ESIC can place sign boards, hoarding/publicity materials, ACs etc. in the terrace 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.
23. The ESIC shall have the right to install generator sets for carrying its working business effectively.
24. The ESIC shall have the right to display of office Sign Board in front of the building at a prominent place.
25. The premises should have all necessary local regulatory and statutory approvals. If not, the owner/landlord will submit the same before handing over of the building or 60 days from the award of the contract, whichever is earlier.
26. Painting of the premises including front and back verandas, bath rooms, toilets, boundary wall, the entire exterior face 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 every three years within the Rent agreement period. 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 every three year and deduct the amount from the rent payable or that may become payable or otherwise recovered from the owner/landlord.
27. The owner/landlord will carry out necessary repairs of the premises from time to time within reasonable period as well as whenever necessary and in the event of failure or neglect or default on the part of the owner/land lord to carry out or effect necessary repairs, it will be optional for ESIC either to terminate the Rent Agreement or to retain the occupation of the demised premises or part there 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 to incurred along with interest etc. from the rent which is payable to 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.
28. During the currency of the Rent agreement the owner/landlord shall not transfer mortgage, sell or otherwise create any interest in the premises rented to the ESIC with any party affecting ESIC's Right of Occupation and any of the terms of the Rent Agreement without written consent of the ESIC.
29. That if, the landlord is desirous of making any addition to the premises, it shall be ensured by him that no access/approach by whatever means is made from the demised portion or by encroaching upon the open spaces which have been herein above make available to the exclusive use of the ESIC.
30. **Force Majeure:** If the demised premises at any time during the said terms or any extension thereof gets damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest flood, violence of any army of mob or other irresistible force, then in such case it shall be optional with the ESIC to determine the Rent Agreement period or to retain occupation of the demised premises, if the ESIC so desires without any diminution of rent, hereby reserved in such cases, ESIC is not liable to pay for any such damage or destruction caused to the Premises/building or for any repair works also.
31. **Liability/Accident:** The bidder shall indemnify and keep indemnified ESIC against all losses and claims for injuries and damages to any person and / or project activities whatsoever which may arise out of or in consequence of the Rent agreement against all claims, demand, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

32. The Rent agreement may be discontinued with a prior notice of three months by the ~~premises~~ owner or by ESIC on account of administrative exigencies by giving notice of three month.
33. The ESIC after the expiration of the said terms or extension thereof (if agreed mutually) will deliver possession of the demised premises to the owner/landlord in the condition as at the time of commencement of Rent Agreement with normal wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob 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 ESIC 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, safe, counters etc. installed in the premises and the owner/landlord shall not claim any compensation.
34. The rent is to be quoted online on the GeM Portal only on per sq. ft. (carpet area) basis. The rent offered should be inclusive of property tax or any other tax required to be paid by the property owners. Electricity & water charges to be paid separately by ESIC (GST if payable, will be paid extra).
35. The Bid shall be acceptable only from original owner of the premises. ESIC will not pay any Brokerage for the offered premises. All documents must be signed by the original owner himself / herself.
36. If any information provided by the Bidder is found inaccurate at any stage of the selection process, ESIC may at its discretion, disqualify the bidder and no correspondence will be entertained in this regard whatsoever the reason may be.
37. Regional Director, ESIC R.O Baddi reserves to right to accept or reject bid and/or annual the bidding process and/or reject all bids, without assigning any reason ^{Whatsoever} therefor at any time.
38. **Arbitration:** All disputes in connection with the execution of contract, legal matters, court matters, if any 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 in force shall be applicable to such proceeding.
39. **Penalty Clause:** Failure on the part of the owner to execute terms and conditions during the period of contract will attract penalty on the rates as decided by the arbitrator.
40. **Code of Integrity:**
1. No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

Prohibition of-

 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;
 - c) Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process;
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
 - e) Any financial or business transaction between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process;
 - g) Obstruction of any investigation or auditing of a procurement process;
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
 - i) Disclosure of conflict of interest;
 - j) Disclosure by the bidder of any previous transgressions made in respect of the provision of subclause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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2. The procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

41. All other terms and conditions forming part of the GeM Bid document as published shall also become part of this Document.



Signature of the premises Owner/Bidder
Date:

TECHNICAL BID FORM

Bid Dated.....

Bid Title: HIRING OF OFFICE PREMISES FOR BRANCH OFFICE **Shimla**

Sl. No.	Particular	Details to be filled by Bidder/owner
1.	Name of ESIC Branch Office: (For which premises offered)	ESIC BRANCH OFFICE – SHIMLA
2.	Full particulars of the legal owner of the premises:	
	a) Name:	
	b) Address (office & residence)	
	c) Telephone & Mobile No.	
	d) E-mail id	
	e) PAN No.	
	f) Bank Name and Address	
	g) Bank Account No.	
	h) IFSC Code No.	
	i) Bank MICR No.	
3.	a) Complete address of the accommodation offered:	
	b) Whether commercial, residential or dual use (residential-cum-commercial).	
4.	Details of premises offered for rent in sq. ft. (Showing length x width)	
	a) Total Plot Area	
	b) Open Area	
	c) Offered Carpet area	
	d) Year of Construction	
	e) No. of rooms and dimensions thereof	
	f) No. of toilets	
	g) No. of halls and dimensions thereof	
	h) DLC / Govt. Rate of India	
	i) Other (if any)	
5.	Distance (in kms) from the	
	a) New Bus Stand, Tutikandi, Shimla, HP, 171004	
	b) Old Bus Stand, National Highway -22, Shimla, HP, 171003	
	c) Railway Station, Shimla	
6.	Facilities for Vehicle parking	
7.	a) Sanctioned electricity load of 4 KVA with 3 Phase connection (Attach copy of latest paid Electricity Bill)	
	b) Whether willing to get the electricity load increased in case of ESIC Branch Office requires	
8.	The period and time when the said accommodation could be made available for occupation after the approval of ESIC	
9.	Documents to be Uploaded with Bid on GeM Portal:	
	a) Duly filled up and signed Annexure-A, B & C	
	b) Copy of cancelled cheque	
	c) Copy of PAN Card	
	d) Copy of self-certified sketch/drawing and site plan/approved	

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

	plan (MAP)	
e)	Copy of Proof in respect of ownership of the premises offered for which copy of purchase deed/registry/allotment letter/patta etc. to be enclosed.	
f)	Copy of latest electricity bill	
g)	Copy of latest water bill	
h)	Copies of latest property Tax/Service Tax/Municipal Tax as applicable	
i)	Undertaking as per Annexure-B	
j)	Undertaking as per Annexure-C	
k)	Copy of GST Registration Certificate (If applicable)	
l)	Scanned copy of EMD	
m)	Each and every page of Bid document must be signed	

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 the same being found to be false, I/we shall be liable to such consequences/lawful action as the ESIC may wish to take.





Signature of the Owner:

Name:

Date:

	plan (MAP)	
	e) Copy of Proof in respect of ownership of the premises offered for which copy of purchase deed/registry/allotment letter/patta etc. to be enclosed.	
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Signature of the Owner:

Name:

Date:

BID ACCEPETANCE LETTER

To,

The Regional Director
Employees' State Insurance Corporation
Regional Office, Panchdeep Bhawan,
Housing Board, Phase-1, Sai Road, Baddi,
Distt Solan, HP 173205

Subject: **Acceptance of Terms & Conditions of Bid regarding Hiring of Premises for Branch Office, Shimla.**
GeM Bid No _____

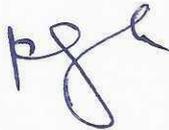
Dear Sir,

I/We hereby certify that I/We have read the entire terms and conditions of the Bid documents from Page No.____(Including all documents like Annexures(s), schedule(s) etc.) which from part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

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

I/We hereby unconditionally accept the Bid conditions of above-mentioned Bid document (s)/ corrigendum (s) in it's totally / entirely.

In case any provisions of this Bid are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.


Yours Faithfully

Signature of the Owner:

Name:

Date: