



श्रम एवं रोजगार मंत्रालय, भारत सरकार
Ministry of Labour & Employment Government Of India
कर्मचारी राज्य बीमा निगम, क्षेत्रीय कार्यालय, कानपुर
E.S.I Corporation, Regional Office, Kanpur
पंचदीप भवन, सर्वोदय नगर, कानपुर -208005.
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Re E-Tender Notice

Re-Tender / Re e-Tender Notice

The Additional Commissioner cum Regional Director of ESIC, Regional Office, Panchdeep Bhavan, Sarvodaya Nagar, Kanpur (UP)-208005, invites sealed Re-tenders (under two bid system) in the prescribed proforma from the interested and eligible Building owners for hiring of accommodation to establish DCBO (Dispensary cum Branch Office), preferably in ground floor at following location:

- i) Muradabad
- ii) Amroha
- iii) Sahjahanpur
- iv) Bhadohi
- v) Sitapur
- vi) Amethi
- vii) Fatehpur
- viii) Hardoi

For the period of 3 years which can be extend on mutual consent for further period. Decision of extension of contract will be at the sole discretion of the AC/RD. The tender document may be downloaded from - www.esic.nic.in/tenders or <https://eprocure.gov.in/eprocure/app> in such way that it can be uploaded by **28.08.2019 till 01:00 PM.**

Location of building for DCBO	Earnest Money Deposit (EMD)	Required area (Approx Carpet area)	Last Date for receiving Bids / Tenders
As above from i to viii	Rs. 6000	3000 Sq Ft	28.08.2019 (Online by 01:00 PM and hard copy by 05:00 PM)

1. The interested tenderer may upload their bids along with duly signed scanned copies of all relevant certificates, documents etc., in support of their technical & financial bids on the website <https://eprocure.gov.in/eprocure/app>. The basis of evaluation of Re-Tender will be based on online documents submitted by the tenderers as well as hard copies dropped in Tender Box before stipulated date and time as contained in the guidelines.

2. In case of Re e-tender mode, a copy of Physical Documents duly filled-in shall also invariably be deposited in the tender box provided at the Regional Office, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur-208005 **on 28.08.2019 by 05:00PM** along with the Earnest Money Deposit (EMD) of Rs. 6,000.00 (Rupees Six Thousand only), in the form of Demand Draft drawn in favour of **“ESI Fund A/c No. 1”** payable at Kanpur failing which the tender is liable to be rejected out rightly.

3. In the event of the withdrawal / revocation of Re tenders by the Bidders within the valid period of the offer, the earnest money shall be forfeited. The earnest money will however, be returned to the tenderer whose Re tender 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 withdrawal of the same shall be entertained before the award of the contract to the successful bidder.

4. Re-Tender document is available for viewing/ downloading on the 'tenders' link of the website Employees' State Insurance Corporation i.e. www.esic.nic.in, or <https://eprocure.gov.in/eprocure/app> .

5. Any Corrigendum to this Re-tender will be notified through the aforesaid website(s) and by publishing in News Papers only. Selection of the successful bidder will be at the sole discretion of the Addl. Commissioner & Regional Director, Regional Office, Kanpur who reserves the right to accept or reject any or all the proposals without assigning any reasons.

6. Technical Bids of Re-Tenders received will be opened at Regional Office, Panchdeep Bhawan, Sarvodaya nagar, Kanpur-208005 **on 29.08.2019 at 03:00 PM**. Financial bids in respect of only qualified bidders will be considered after physical inspection of premises by Hiring Committee. Communication regarding date of opening of Financial Bid will be sent individually to those Bidders who qualify in the Technical stage and further recommendations by the Hiring Committee, after inspection of the premises. The Tenderers or their representatives may be present at the time of opening of Technical Bid and Financial Bid on the above date(s).

7. For all practical purposes (if tender submitted on website <https://eprocure.gov.in/eprocure/app>, the e-tender shall be considered for evaluation, however in case of any dispute, the physical documents would be scrutinized. Hence submission of Physical documents is also to be done.

Additional Commissioner & Regional Director
Regional Office, Kanpur

Important Instructions for Bidders who desire to file Re-Tender online

1. All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the Re E-Tenders.
2. Bidders should get registered at <https://eprocure.gov.in/eprocure/app>
3. Bidders shall upload a scanned copy of the EMD (Earnest Money Deposit) along with other documents and also submit the Hard copy of the Re Tender Document at the address indicated along with the Original EMD.

1. TERMS & CONDITIONS

1.0. The space required for DCBO is 3000 Sq. feet of Carpet area (approx.) excluding Parking & Common areas. The Space shall consist of 1 Hall; minimum 3 to 4 rooms; 3 separate Toilets for Ladies / Gents / Staff use with Western Commode, Washbasin and Mirror.

1.1. Further the space offered shall be excluding of parking area, Lift, Corridors, Common area, Balcony etc. and should preferably be on Ground Floor and on / close to the main road. The Building/Property should preferably be located in main city Centre or in the area where IP's and family members concentration is more. 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.

1.2. 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. The approach road of building should be at least 30 ft. wide.

1.3. Free parking space within the premises to park 2/4 - wheeled vehicles must be available for exclusive use of ESIC.

1.4. The offered property should have electricity supply. 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.

1.5. The accommodation should have provision for sufficient running water supply for both drinking and utility facilities.

1.6. There should be enough arrangement for public utilities (Toilets etc.) for staff and Visitors separately as mentioned at Clause 1.0.

1.7. The responsibility for 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 extended lease period as well. All mandatory clearances required should be available for the building.

1.8. The property offered should be well connected by public transport at a reasonable distance and should be easily accessible to IP/IWs of ESIC.

1.9. Possession of the accommodation will be handed over to the Addl.Coomm. & 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 1.15 and 1.23 of the Tender document. Further, the rent will be paid on actual handover of premises after compliance of clause 1.15 and 1.23.

1.10 The space offered should free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same.

1.11. Clearances/ No Objection Certificates, wherever applicable, from all relevant Central/State Government and Municipal authorities including Fire Department for use as office premises conforming to the municipality Rules/Bye-laws along with the documents in support of ownership of Building/Land and

construction thereon must be submitted with the Technical Bid. Also, Copies of approved plan of the accommodation offered should be submitted along with the Technical Bid.

1.12. The Re-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.

1.13. 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 of water supply, electricity and sewerage shall be paid by the ESIC from the date of occupation of the building by the ESIC as per the respective meter reading.

1.14 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 interval of every 03 years within the lease period and also before the handing over 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.

1.15 The monthly rent quoted should exclude GST and assessment as applicable at the time of commencement of lease and nothing beyond the quoted rent mentioned in the bid shall be paid by the ESI Corporation. Hence the bidders should give rates including of all taxes/charges as applicable excluding GST / Water / Electricity charges.

1.16 Rates should be quoted in Indian Rupees only, Rates quoted in currencies other than Indian Rupees shall not be considered.

1.17 Overwriting, alterations, if any, in the Bids should be signed by the authorized signatory.

1.18 The successful bidder shall provide the building in ready condition as per requirements given above within one month of acceptance of the bid.

1.19 The premises offered shall have proper flooring acceptable to the ESI Corporation.

1.20 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.

1.21 Re-Tender not confirming to this requirement shall be rejected and no correspondence will be entertained in this regard whatsoever the reason may be.

1.22 Any form of canvassing/ influencing the bid will attract rejection of bid submitted by the bidder.

1.23 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.

1.24 No Security Deposit will be paid by the ESI Corporation for Hiring of the building.

2. PROCEDURE FOR SUBMISSION OF Re-TENDER

2.1 Technical Bid should contain the details required, as per Proforma at Annexure A and Financial Bid should contain details, as per proforma at Annexure C. The Bidder should quote rates, including of all taxes/charges etc. (excluding GST, water and electricity charges). GST Amount will be reimbursed after submission of proof of payment. The Technical Bid should be accompanied by the documents, as per Annexure A without which the tender will be considered incomplete and hence, summarily rejected. Financial bid will be opened for those successful in Technical bid.

2.1 Payments of rent will be made on monthly basis through RTGS/ECS in favour of Owner after deduction of the tax at source (TDS) as applicable from time to time.

2.2 No enhancements of rate during the period of contract will be entertained.

3. TERMS OF TERMINATION OF LEASE

3.1 The period of lease should be minimum three years with provision for extension of lease on mutually agreed terms.

3.2 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 one month notice in writing. The right to terminate the lease before the expiry of lease period will vest only with the ESI Corporation.

4. 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.

5. 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.

6. MISCELLANEOUS

6.1 The offer should be valid up to 180 days after closing date of Re-Tender.

6.2 After screening of the technical bids, short-listed owner/landlords will be informed by the ESIC for arranging site inspection of the offered premises by a Committee constituted by AC/RD ESIC, RO, Kanpur. After site inspection, if the offered premises is found suitable considering all aspects / criteria for the ESI DCBO i.e. constructed building, quality, its location etc., only for those financial bids will be considered to be opened. However AC/RD, ESIC, RO Kanpur, shall be under no obligation to accept the lowest quotation in favour of office if it is found unreasonable. The date, time and venue of opening of financial bid will be intimated separately.

6.3 The owner/landlord will have to erect / construct partitions required for the DCBO, ESI Corporation's plan and make modifications/alterations in the premises if so desired by the ESI Corporation at his own cost before handing over possession to the ESI Corporation. Permission / approval required if any regarding additions / alternations / modifications of the premises shall be obtained by the owner/landlord at his own cost from the concerned local authorities.

Further 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 alternations 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 in the case of such and carrying on its working effectively. However, the ESI Corporation shall have all rights to make temporary alteration in the demised premises and to erect temporary partitions, cabins, counters etc. to carry out its working effectively.

6.4 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 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. Further ESIC shall on the expiry or termination of the agreement be entitled to remove all such units i.e. LAN Cabling, Power Cabling, satellite dishes/communication towers, power generating/amplifying devices, ACs, Coolers and exhaust fans etc.

6.5 There shall be sufficient space to display Office Sign Boards. The ESIC shall have right to install generator sets for carrying its working effectively. 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 the ESIC will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets.

6.6 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 affect 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.

6.7 The possession of the premises will be given to the Medical Officer i/c (or) Branch Manager, after completion of entire work as per their 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, the AC/RD, ESIC, RO Kanpur 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.

6.8 During the currency of the lease agreement the owner/landlord shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the ESIC with any party affecting ESIC right of occupation and any of the terms of the lease without written consent of the ESIC.

6.9 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 DCBO.

6.10 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 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.

6.11 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 one month notice in writing. The right to terminate the lease before the expiry of lease period will vest only with the ESI Corporation.

6.12 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, the full expenditure incurred by the ESIC from releasing of advertisement to finalizing the premises and other incidental expenditure incurred in the process.

6.13 That the 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, 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 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.

6.14 Non-fulfillment of any of the above terms shall result in rejection of bid.

6.15 All disputes lie within the jurisdiction of Kanpur only.

6.16 The AC/RD, ESIC, RO Kanpur reserves the right to reject all or any Tender without assigning any reason thereof.

7. LIST OF ENCLOSURES

Bidder should number the pages of Technical Bid and provide an index indicating the page number of each document submitted. The index should be placed on the top of the Technical Bid. Each page and all details provided should be duly signed by the owner/authorized signatory. All undertakings provided shall

be on the letterhead of the company (if applicable) and duly signed by the authorized signatory. The following documents to be enclosed for submission of Technical Bid:-

- (a) **Annexure 'A'** (Technical Bid) duly filled up and signed.
- (b) Copy of cancelled cheque.
- (c) Copy of PAN & GST (if applicable).
- (d) Copy of certified sketch and site plan/approved plan.
- (e) Proof in respect of ownership of the premises offered for which copy of purchase deed/registry/allotment letter/patta etc. to be enclosed.
- (f) Latest copy of electricity bill and water bill.
- (g) Latest copy of Property Tax/Municipal Tax as applicable.
- (h) Clearance/No objection certificate from all the relevant Central/State/Municipal Authorities and fire department
- (i) EMD
- (j) Undertaking as per **Annexure 'B'**.
- (k) Financial Bid as per **Annexure-'C'** (in a separate Cover)

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TECHNICAL BID FORM

HIRING OF OFFICE PREMISES FOR DISPENSARY CUM BRANCH OFFICE AT _____

Sl. No.	Particulars	
1.	Name of DCBO (for which premise offered)	
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) GST (if applicable)	
3.	a) Complete address with brief description and location of the accommodation offered.	
	b) Whether commercial or dual use (residential-cum-commercial).	
4.	Details of premise offered for rent in sq. ft. (Showing length x width)	
	a) Total plot Area	
	b) Open area	
	c) Built-up covered area	
	d) No. of rooms and dimensions thereof	
	e) No. of toilets	
	f) No. of halls and dimensions thereof	
	g) Others, if any	
5.	Distance (in kms) from the nearest:	
	a) Main Road (specify road and its width)	
	b) Railway Station	
	c) Bus Stand	

6.	Facilities for vehicle parking	
7.	a) Sanctioned electricity load of 5 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 Dispensary 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 submitted –	
	a) Copy of certified sketch and site plan/approved plan by competent authority	
	b) Proof in respect of ownership of the premises offered for which copy of purchase deed/registry/allotment letter/patta etc. to be enclosed.	
	c) Latest copies of electricity bill and water bill	
	d) Latest copies of Property Tax / Municipal Tax as applicable	
	e) Copy of cancelled cheque.	
	f) Copy of PAN & GST (if applicable)	
	g) Clearance/No objection certificate from all the relevant Central/State/Municipal Authorities and fire department	
	h) Undertaking as per Annexure 'B'	
	i) EMD details:	

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 building 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.

Owner's Signature:

Name: _____

Address: _____

Date: _____

UNDERTAKING

I/We do hereby solemnly declare and undertake that:

1) All terms & conditions of the Re-Tender are acceptable to me/us. If any information furnished by me/us is found incorrect/false, the contract is liable to be cancelled without prejudice to any other legal action.

2) I/We also confirm that I/We understand that the Additional Commissioner & Regional Director, ESIC, RO, Kanpur reserves absolute rights to reject any bid or all bids without assigning any reason.

3) I/We also declare that there is not any government/Municipal restriction barring the letting of the proposed building on rest and I am/We are the legal owner of the proposed building.

4) I/We have not been black listed in any Govt. organization / Institution.

DATE: _____

PLACE: _____

(OWNER'S SIGNATURE)

FINANCIAL BID

HIRING OF OFFICE PREMISES FOR DCBO, _____

- a) Name :
- b) Address (Office & Residence) :
- c) Telephone & Mobile No. :
- d) E- mail Id. :
- e) Address of Property offered :

Sl No.	Brief Description of Property	Net Carpet Area	Rent Quoted per Square for Net Carpet Area feet

Total Amount Per Month (Rs. in figures)	
Total Amount Per Month (Rs. in words)	

Note :

- a) Lowest bidder shall be decided based on the amount filled in above. No other charges shall be considered in deciding lowest bidder.
- b) Rent will be paid for Net Carpet Area excluding Parking and common areas.
- c) Quoted amount should be covering of all taxes and duties (excluding GST, water and electricity charges) as applicable from time to time. This shall be the amount payable by the ESIC monthly as rent. Income Tax/TDS will be deducted on the amount payable at the prevailing rate. GST amount will be reimbursed only after submission of proof of payment.
- d) Rates should be quoted in figures and words without any errors, overwriting or corrections and should include all applicable taxes etc. in case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.
- e) The period of lease should be for 3 years duration, extendable on mutual consent for further periods.
- f) The ESI Corporation reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Owner's signature: _____

Name: _____

Address: _____

Date: _____