



प्रवर्तननिदेशालय

Directorate of Enforcement

विदेशीमुद्राप्रबंधनअधिनियम /Foreign Exchange Management Act&

धनशोधननिवारणअधिनियम / Prevention of Money Laundering Act

वित्तमंत्रालय – राजश्वविभाग/ Ministry of Finance – Department of Revenue

भारतसरकार / Government of India

मुंबई कार्यालय/Mumbai Office

Kaiser-I-Hind Building कैसर – ए- हिन्द बिल्डिंग,

Currimbhoy Road,ground floor

करीम भाई रोड,4th floor, Ballard Estate,

बल्लार्ड एस्टेट,

Mumbai-400 001

मुंबई -४००००१

Tel No.022 22719941,

Fax No.022-20822040

F.No. D-1/M/2013-part2

Date :04/12/2020

TENDER/OFFER DOCUMENT

Hiring of Office Accommodation

For

Directorate of Enforcement at Mumbai



प्रवर्तननिदेशालय

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Mumbai-400 001 मुंबई -४००००१
Tel No.022 22719941, fax No.022-20822040

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Currimbhoy Road, ground floor

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Tel No.022 22719941

कैसर – ए- हिन्द बिल्डिंग,

करीम भाई रोड, ground floor

बल्लार्ड एस्टेट, मुंबई -४००००१

Fax No.022 20822040

F. No. D-1/1/M/2013 part-2

Dated: 04/12/2020

TENDER/OFFER DOCUMENT
(TERMS & CONDITIONS)

To

All the intending Parties

.....

.....

Sub: Tender for hiring of office premises for Enforcement Directorate at Mumbai—reg.

Dear Sirs/Madams,

The Directorate of Enforcement intends to hire office space in a single independent building at station mentioned as under:-

FOR Mumbai Western Region Office: Having a desirable carpet area of 31000 - 32000 Sq. Ft.excluding covered/underground parking area, if any). **The location of the premises should be within the Municipal limit of Mumbai with good connectivity by Road.**

The hiring of office space at Mumbai will be for 3 (three years) initially which may be renewed from time to time, if required by the Directorate of Enforcement.

1. The premises having following amenities/facilities and features will be preferred for consideration and will gain weighted:-

(i) Copy of occupancy/completion certificate

- (ii) Copy of Fire safety Certificate issued by Fire Department.
- (iii) Copy of consent of Mumbai Pollution Control Committee as per provisions of the Environment (Protection) Act, 1986.
- (iv) Whether the premises are free from encumbrances, a certificate in this regard may be obtained from an Advocate or CA
- (v) Please clarify the kind of "Mortgage" of the property as reflected in your tender/offer documents.
- (vi) The building offered should be complete and suitable for use as office.
- (vii) The Building offered should be ready to be occupied. The office premises should be legally free from all encumbrances, well connected by public transport and should have wide approach road. Finalization of rent, based on location and other amenities provided, is subject to certification by CPWD/ hiring Committee and final approval/ sanction by the Government of India as per the rules framed in this regard. Surrounding of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around building and other related factors will be important criteria for qualifying the Technical Bid.
- (viii) There should be adequate natural lighting in the campus/compound.
- (ix) There should be provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc.
- (x) There should be adequate cross-ventilation.
- (xi) The building should have adequate fire safety measures and security measures as per legal requirement.
- (xii) The building should meet all other safety norms like earthquake resistance flood etc. required under the law. The property should be insured against all types of damages during the entire period of contract.
- (xiii) The net carpet area should preferably be in a single independent building with multiple floors.
- (xiv) The premises should have suitable power supply for commercial operations.
- (xv) Uninterrupted power supply for essential services and common area Lighting.
- (xvi) There should be adequate open space for generators and provision for connecting them to the power supply lines.
- (xvii) The premises should have minimum parking space for one car per 700 Sq. Ft. of rented carpet area. Earmarked parking exclusively for the hirer will be desirable.
- (xviii) All Building services such as Lifts (if it is 2 floor and/or above), Power supply, Air conditioning , Local Area Network, Plumbing, Sewerage System, Telephone Connectively should be fully operational at the time of submission of the offer by the Landlord.
- (xix) All internal and external walls should be painted with good quality paint at the time of handing over the premises of the Directorate.
- (xx) There should be provision of ceramic tiles/marble flooring in general areas and wooden flooring/vitrified tiles in the cabins of senior officers.
- (xxi) There should be green area in the ground floor and potted plants in the covered/ stairs of common area.

2. The intending parties should send their proposal/bid addressed to the office of **The Special Director (WR), Directorate of Enforcement, First Floor, Janmabhoomi Chambers, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400001**. The bid is to be submitted in two parts- Technical and Financial bid. The Technical and Financial bid proforma have been placed as Annexure-'A' and 'B' respectively to this tender document.

The tender documents can be obtained from office of **the Special Director(WR), Directorate of Enforcement, first Floor, Janmabhoomi Chambers, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400001**, on any working day between **01/12/2020 to 31/12/2020** between 11.00 AM to 4.00 PM or alternatively it can be downloaded from the official website at <http://www.enforcementdirector.gov.in>. The office may be contacted at 22719444 or 22719941 on working days (**MONDAY TO FRIDAY**) between 10.00 AM to 5.00 PM for any query/clarification.

3. Following documents are essential and must be submitted as party of Technical Bid:-

- (a) Offer Letter (duly signed and stamped)
- (b) This Tender/Offer document (duly signed and stamped on each page) in token acceptance of Terms & Conditions mentioned therein.
- (c) Technical Bid in Annexure 'A' document (duly signed and stamped on eachpage)
- (d) Other documents as detailed in the Technical Bid i.e. **Annexure-'A'** document (duly signed and stamped on each page)

Tender applications/documents signed by the intermediaries or brokers will not be entertained and shall be summarily rejected.

4. The procedure for submitting Bids, is mentioned below:-

- (a) **For technical bid, documents at (a to d) of para 3 above with all other required documents (duly signed) should be submitted in a sealed envelope (Envelope-I) superscripted as TECHNICAL BID for Office Accommodation for Directorate of Enforcement.**
- (b) **Financial bid i.e. Annexure "B" should be submitted in another separate sealed envelope (Envelop-II), superscripted as "FINANCIAL BID" for Office Accommodation for Directorate of Enforcement.**
- (c) Both the aforesaid sealed envelopes (I & II) should be placed in another larger envelope which should also be properly sealed. This envelope should be superscripted as **"Tender for Hiring of office premises for Directorate of Enforcement at Mumbai Reference Number Dated 01/12/2020 to be opened on 04/01/2021 at 15.00 hours.**

IMPORTANT NOTE

- (i) The bidder should refrain from indicating the rents and other financial details in the technical bid and if they do so, the bid will be rejected in as much as the envelope

containing the financial bid shall not be opened.

- (ii) Any deviation from the above procedure (e.g. putting together of Technical and Financial bids in the same cover, non-submission of requisite documents, non-sealing envelopes) shall lead to rejection of bid document (a & b) initio.

5. The bid documents should be dropped/submitted along with the offer letter in sealed cover in the locked Tender Box for Mumbai placed in General Section, office of **the Special Director(WR), Directorate of Enforcement, First Floor, Janmabhoomi Chambers, W.H. Marg, Ballard Estate, Mumbai – 400 001** by **31/12/2020 upto 5.00 PM**. The Tender box for Mumbai station will be opened by the Hiring Committee at **15.00 hours on 04/01/2021** for Technical Bids only in the presence of all such bidders or representatives who wish to be present. The tender box will be opened in the Chamber of the **Chairman, Hiring Committee, Directorate of Enforcement, Hiring Committee, situated at first Floor, Janmabhoomi Chambers, Ballard Estate, W.H. Marg, Ballard Estate, Mumbai 400001**.

The financial bids of those who qualify on evaluation of Technical Bids by the Hiring Committee would be opened later, the date of which will be intimated to the qualified bidders separately.

6. After opening the Technical bids and before opening of the Financial Bids physical inspection of the premises offered by the tendered bids, will be carried out to verify whether the offer complies with the technical specifications or otherwise.
7. In case the Technical bid is found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the property along with proof of identity of the owner before the financial bids are opened. Original documents shall be returned after decision is taken to open Financial Bids or otherwise.
8. The opening of financial bids shall be done at a later date. The financial bids of only those offers will be opened which are short listed after assessing the suitability of the accommodation, terms and condition offered compliance to technical specifications, verification of their credentials and other liabilities. This will be done by the "**Hiring Committee constituted by the Director of Enforcement, Hqrs. Office, New Delhi**", for the purpose. The shortlisted bidders will be notified about the date and timing of opening of financial bids, who may remain present for the same at the given address.
9. The rent proposed to be charged per square feet per month on the carpet area which should be inclusive of all services and taxes and duties to be paid to various authorities should be indicated in the financial bid only.
10. The premises offered should be in ready condition and the owner of the premises will have to hand over the possession of premises within fifteen days of acceptance of the offer by the Hiring Committee.
11. The offer should be valid for a minimum period of 6 (Six) months from the due date of opening of tender.
12. It should be noted that no negotiations will be carried out except with the lowest bidder and therefore, most competitive rates should be offered.

13. No Earnest Money Deposit will be given by the Directorate to the owner offering the premises.
14. Tenders received after the due date and time for whatever reason, shall not be entertained and the Directorate shall not be responsible for any loss or delay in delivery of tender documents.
15. The premises offered should have necessary construction approval/clearances from all Central/State Government/ Local Bodies and should be legally free from all encumbrances.
16. Finalization of rent based on location and quality of construction and age of the building is subject to certification by CPWD/Hiring Committee and final approval/sanction by Government of India as per rules framed in this regard.
17. Renewal of lease agreement is also subject to certification by CPWD/Hiring Committee and final approval/ sanction by Government of India as per rules framed in this regard.
18. All the details and documents mentioned in the tender form must be submitted. A tender having incomplete details/documents is liable to be rejected. However, the Hiring Committee may give an opportunity to the bidder to furnish the balance details/documents within the specified time. The Hiring Committee may also call for any additional details/documents from the bidder, if required. The bidder, before submitting the tender, should satisfy himself about correctness and authenticity of the details and documents submitted. Submission of wrong details/documents would render the tender form invalid.
19. Selected party shall be required to sign a Lease Agreement (in Standard Lease Agreement format) with the designated authority of Directorate of Enforcement as a legal requirement. The agreement shall be signed initially for a period of 3 (three) years extendable for further period as per requirement. The original copy of the lease document shall be retained by the hirer. Monthly rent should be quoted on lump-sum basis for the entire area (covered/built up area of main building, other permanent structure, covered/underground parking as well as open parking area, open space like garden, inner roads etc.) for the entire agreement period of 3 (three) years in the Financial Bid. Bidders may note that no increase in rental charges per month will be allowed during the initial 3(three) years of the agreement period.
20. The monthly rent will start as and when possession of the building is taken over by the Directorate. The rent shall be paid as per the lease agreement. Advance payment of rent shall ordinarily not be made unless specifically agreed in writing.
21. All existing and future rates, taxes including property taxes, assessment charges and other outgoing of any description in respect of the said premises shall be borne by the owner/bidder.
22. The Directorate of Enforcement shall pay all charges in respect of electric power, light and water used on the said premises during the lease period as per the prevailing rates. For electricity supply through generator set, a separate meter should be installed.
23. The cost of repair and maintenance of civil/electrical installation including Air Conditioning plant, power back up (generator sets), lifts and common areas etc. will be the responsibility of the bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the Directorate. The scope of

maintenance is enclosed as per **Annexure-`C'**.

24. The security of the building and running of lifts with requisite manpower for operation shall be the responsibility of the owner/bidder. The cost of deployment of External Security for building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the Directorate. The internal security of the building will be taken care of by the Directorate. The bidder should make sure that the Lifts work smoothly during the period of contract.
25. In case the security of the building is taken by the Directorate/Government of India for strategic reasons, the rent to be paid to the bidder shall be accordingly reduced.
26. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of Directorate of Enforcement. If the bidder fails to do so, Rs. 1000/- per complaint shall be recovered from the monthly rental bill as compensation. In case the complaint is not attended within two working days, the job shall be done at the risk and cost of the bidder besides recovery of compensation of Rs. 1000/- per minor complaint.
27. The Directorate at any time during the Lease Period/ extended Lease Period may make temporary alterations like partitions, office fixtures and fittings to suit the requirement.
28. Terms and conditions given in this Tender Documents are sacrosanct and shall be considered as an integral part of this offer/tender. In case of any conflict in terms and conditions of Tender Documents, the conditions stipulated in the Tender Documents shall take precedence.
29. The Directorate of Enforcement reserves the right to amend any/all terms and conditions, as it deems necessary.
30. The assessment of reasonable rent will be done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate.
31. Participation in the tender process does not entail the bidders any commitment from the Directorate. The Directorate will not be liable for any damage/loss caused to the bidders during the tendering process and before signing of the contract. The Directorate reserves the right to reject any/all offers without assigning any reasons.

**DEPUTY DIRECTOR (ADMN)
DIRECTORATE OF ENFORCEMENT
MUMBAI**

(ON LETTER HEAD)

OFFER LETTER

To,

The Special Director (WR),
Directorate of Enforcement,
Janmabhoomi Chambers,
First floor,
Walchand Hirchand Marg
Ballard Estate
Mumbai – 400 001.

**Sub: Hiring of office premises for Directorate of Enforcement at
Mumbai - reg.
Ref. No. D-1/1/M/2013 - Part-2 dated 04/12/2020.**

Sir,

With reference to your Tender Notice calling for offers for hiring of office accommodation for Directorate of Enforcement, Mumbai. I/We hereby submit my/our offer as follows:-

- (a) Technical Bid Annexure-‘A’ (in separate sealed cover & other documents)(Envelope-I)
- (b) Financial Bid Annexure- ‘B’ (in separatesealed cover) (Envelope-II)

The two sealed envelopes containing technical bid and financial bid referred to above have been put in main envelope as required.

2. I hereby undertake to abide by various terms and conditions contained in your letter F. No. D-1/1/M/2013/part2 dated 01/12/2020 calling for offers. (Copy duly signed, enclosed)
3. I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

Date

Signature and stamp of the
Owner/Bidder/Authorized
Signatory with complete
name, Address, Contract No.
(s). Including Mobile No. (s).
(also Indicate the category in
which signing, whether on his
own behalf of as Power of
Attorney/Authorized signatory
of the owner)

Yours sincerely,

Annexure-'A'

Ref. No. D-1/1/M/2013/part-2 Dated 04/12/2020 published in newspapers.

Sub: Tender for hiring of office premises for Directorate of Enforcement, Mumbai.

TECHNICAL BID

Attach extra sheets, if required, which should also be signed.

LL to.	Particulars	Details (Please tick/fill up with
1.	Name of person/party submitting the bid (hereinafter referred to as the bidder) Permanent Account Number (PAN); whether assessed to tax and if so, particulars thereof.	
2.	Status of the bidder (individual/Partnership Firm/Company /Society / Any other (specify)	
3.	Name of the person/party holding title to the property (hereinafter referred to as the owner) Permanent Account Number (PAN): whether assessed to tax and if so, particulars thereof.	
4.	Status of the owner(individual/Partnership Firm/Company/Society any other (Specify)	
5.	Whether the bidder is himself the owner of property offered on rent or Power of Attorney/duly Authorized signatory of owner (Specify clearly)	
6.	Contact details of the bidder	
6.1	Name	
6.2	Complete Postal Address	
6.3	Telephone Nos. Including Mobile Numbers	
6.4	Fax Nos.	
7	Contact details of the owner (if different from	
7.1	Name	
7.2	Complete Postal Address	
7.3	Telephone Nos. Including Mobile Numbers	
7.4	Fax Nos.	
8	Details of property offered	
8.1	Location & Address of the property	
8.2	Is property having office use as	
8.3	Whether the space offered for hire situated in more than one floor of a property, if yes, specify floors	
8.4	Total plotarea of the property where office is offered (complete land area including open spaces, constructed are with the boundary of property offered on rent)) (in Sq. Ft.)	
8.5	Total carpet area on each floor offered for rent (in Sq. Ft.)	
8.6	Total carpet area (Total for all floors offered (excluding underground/covered parking areas) (in Sq. Ft.)	
8.7	Open area (open parking space inner roads, garden etc.)	
8.8	Covered parking area (garages underground parking etc. if any	
8.9	Distance of the property from C.S.M.T Railway	
8.10	Distance of the property from nearest Railway Station	
8.11	Width of road on which the property located	
8.12	Details regarding natural light and proper ventilation	

8.13	Whether all Govt. Dues including property tax, electricity, telephone, water bills etc. have been duly paid upto date.(enclose documentary proof for the same).	
8.14	Parking space for car/vehicles available. Is Public parking places on road or any other nearby public area will not be counted for this purpose. Details of covered/underground parking space and open parking space may be indicated separately.	
8.15	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, if any.	
8.16	Details of lifts- capacity and number	
8.17	Details of available fire safety and security measures	
8.18	Whether suitable power supply for commercial operation is available	
8.19	Whether adequate open space for installation of generator is available	
8.20	Details of the power back up, whether available or not	
9	Have you enclosed following documents along with this offer	
9.1	Copy of property plan, duly approved by the competent authority/Govt. as the case may be	
9.2	If bidding as Power of Attorney owner, copy of duly constituted Power of Attorney. If bidding as authorized signatory of company/partnership firm, copy of requisite Board Resolution /Authority Letter etc.	
9.3	If the owner or the Power of Attorney of the owner is a partnership firm or a company/society etc. Copy of partnership deed or Memorandum/Articles of Association of the Company Registration Certificate/Bye Laws etc of the society, Board Resolution (if bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney need to be submitted)	
9.4	If bidder is Power of Attorney holder of the owner, copy of duly constituted Power of Attorney. If bidder is authorized signatory of company/partnership firm, copy of requisite Board Resolution/ Authority.	
9.5	If the bidder or the owner is a partnership firm or a company/ society etc copy of the partnership deed of the firm, or Memorandum/Articles of Association of the Company, Registration Certificate/ Bye laws etc of the society, along with Board Resolution (if bidding as Power of Attorney, copies of these documents of both the owner and Power of Attorney need to be submitted).	
9.6	Any other relevant documents	
10.	Maximum time required for completing in internal wall partition and other finishing works as per user requirements.	
11.	Further general details relating to the building location	
11.1	Whether the proposed property/ building is free from all encumbrances, claims, litigations etc.? If not, give details of the nature and status of the encumbrances, claims, litigations.	
11.2	Whether the proposed building Property is physically vacant and available- "Ready to occupy?"	
11.3	Whether it is an independent building for exclusive use by the Directorate of Enforcement without sharing with any other user? If not, give details of tenants/ proposed tenants (The bidder may be required to furnish copy of lease agreement with other tenants, if called for)	
11.4	Year of construction. Specify whether the said building was given on lease/hire or occupied earlier? If yes furnish details along with last rent charged and date of vacation by the earlier lessee.	
11.5	Please specify the details of public transport facilities available to and from the premises.	

11.6	Whether proper access from road is available? Also specify clearly whether the premises are easily accessible for heavy vehicles. Inform if any restrictions have been imposed by Govt. or other authorities.	
11.7	Mention specifically any hazards associated with the building or surroundings which are harmful for human <u>occupation</u>	
12.	Electricity 1.5 KVA 100 Sq. Ft. Would be the minimum electrical load for internal office consumption, which would be procured by the owner/ bidder.	
13.	Signage- The Directorate of Enforcement requires the right to use its Logos and graphics at the entrance to its premises and within signage in the elevator lobby on the leased floor(s) and in the building lobby. Preference to install a prominent signage on the main building facade.	

Enclosed documents wherever required.

I have gone through the various terms and conditions mentioned in the Tender Documents and I agree to abide by them.

I*.....Son/Daughter of**solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it is correct, complete and truly stated.

Yours faithfully,

Place:

Signature:

Date:

Name & Designation

***Name in full and block letters ** Name in full and block letters.**

Annexure-`B'

Ref. No. D-1/1/M/2013-part2 **dated 04/12/2020** published in news papers.

Sub: Tender for hiring of office premises for Directorate of Enforcement, Mumbai.

FINANCIAL BID

1. Name of the party
2. Address (with Tel. No. & Fax No.)
3. PAN
4. Name & Address of the proprietor, Partners/Directors (with Mobile Numbers)

Name & Address of the premises	Net Carpet Area offered (in Sq.Ft)***	Rate per Sq. Ft.	Monthly rent per Sq. Ft (Exclusive of GST)	Monthly rent quoted for the net carpet area (including all amenities)

*** Net carpet area means area of premises less, passage, walls/ columns, staircases, Veranda, Lobby, Balcony, etc.

SI. No.	Particulars	Amount
1.	Rate of electricity per unit to be supplied through Gen-Set.	

Date:

Signature and stamp of the
Owner/Bidder/Authorized
Signatory with complete name,

Address, Contract No, (s).
Including Mobile No. (s). (also
Indicate the category in which
signing, whether on his own
behalf of as Power of
Attorney/Authorized signatory of
the owner)

ANNEXURE-C

SCOPE OF MAINTENANCE

- Round the clock general security to the premises, access control and regulating visitor movement.
- Periodical maintenance of the building, which includes painting/ cleaning of the exteriors and all the common areas of the building.
- Day to day housekeeping and maintenance of all common areas including pavement, landscape, common garden area and provisions of consumables for the same.
- Maintenance of all Elevators including payment of AMC.
- Lighting of common area and provisions of consumables for the same.
- Provision and marking of building directory.
- Maintenance of Water supply system.
- Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.
- Provision of signage pertaining to common services.
- Maintenance and running of motors and water pumps installed at the premises.
- Maintenance and running of common DG sets, Air Conditioners and payment of their insurance and AMC.
- Regulating vehicle movement within the premises.
- Maintenance of green area and potted plants.