



DIRECTORATE OF ENFORCEMENT
GOVERNMENT OF INDIA
H/No. 20, 2nd Floor, Rajgarh Road, 1st Bye Lane, Guwahati-781003
TELEPHONE NOs: (0361) 2967355

TENDER/ INVITATION TO OFFER DOCUMENT

Hiring of Office Accommodation

For

Directorate of Enforcement
Itanagar Sub Zonal Office



**GOVERNMENT OF INDIA
OFFICE OF THE JOINT DIRECTOR
DIRECTORATE OF ENFORCEMENT
ZONAL OFFICE
H/NO. 20, 2ND FLOOR,
RAJGARH ROAD, 1ST BYE LANE, GUWAHATI**

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**GOVERNMENT OF INDIA
OFFICE OF THE JOINT DIRECTOR
DIRECTORATE OF ENFORCEMENT
GUWAHATI**

F. No. D-1/4/GAU(Itanagar)/2021

Dated:13.10.2023

Tender No.02/2023

NOTICE INVITING E-TENDER

1. Online e-tenders on single stage two-bid system are invited for and on behalf of the President of India for hiring a building having a desirable carpet area of 5904 Sq. ft (excluding covered/underground parking area, if any) for Directorate of Enforcement, Sub Zonal Office Itanagar **within the Municipal limit of Itanagar with good connectivity by Road** on monthly rent basis, for a period of three years **initially** which may be renewed from time to time, if required by the Directorate of Enforcement.
2. The Tender Document/ Invitation to Offer Document will be available on official website <http://eprocure.gov.in> and departmental website **<http://www.enforcementdirectorategov.in>** from 14.10.2023 and the bid forms and other details can be downloaded from the said website. Further the tender documents can also be obtained manually from the office of the **Directorate of Enforcement, Guwahati Zonal Office, H/No. 20, 2nd Floor, Rajgarh Road, 1st Bye Lane, Guwahati-781003**, between 16.10.2023, 11.00 Hrs. to 09.11.2023, 15.00 Hrs. but bids shall be required to be submitted online by the bidders at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. Bids shall only be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app> in two parts viz. technical bid and financial bid. No manual bid shall be accepted.


4. The critical dates for the tender submission and processing are as under:

Date of publishing of tender	14/10/2023, 11.00 Hrs.
Document download Start date	14/10/2023, 11.30 Hrs.
Document download end date	13/11/2023, 14.00 Hrs.
Seek Clarification Start Date	16/10/2023, 11.00 Hrs.
Seek Clarification End Date	09/11/2023, 15.30 Hrs.
Bid Submission Start Date	14/10/2023, 14.00 Hrs.
Bid Submission End date	13/11/2023, 15.00 Hrs.
Pre-bid conference (in office	17/10/2023, 11.00 Hrs.

premises)	
Technical Bid opening date	14/11/2023, 12.30 Hrs.
Financial Bid opening date (Only for those bidders who have qualified in the Technical Bids)	With prior notice to technically qualified bidder.

5. Interested bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment.
6. In the event of any of the above-mentioned date being subsequently declared as a holiday /closed day for the office, the tenders will be opened on the next working day at the scheduled time.
7. Following Annexures form part of this tender document:
 - i. General Instructions and Terms & Conditions: Annexure-I.
 - ii. Terms & Conditions of the Tender: Annexure – II
 - iii. Formats of Technical Bid (With Undertaking): Annexure-III
 - iv. Format of Financial bid, BoQ (Bill of Quantity) in .xls format: Annexure-IV
 - v. Undertaking by the bidder: Annexure-V
 - vi. Tender acceptance letter: Annexure-VI
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(S. K. DAS)
DEPUTY DIRECTOR
DIRECTORATE OF ENFORCEMENT
GUWAHATI ZONAL OFFICE I
 उप निदेशक / Deputy Director
 प्रवर्तन निदेशालय / Enforcement Directorate
 गुवाहाटी / Guwahati

**GENERAL INSTRUCTIONS AND TERMS & CONDITIONS****1. Bid Submission:**

i. Tenderers are advised to follow the instructions “Special Instructions to Bidders for e-submission of the bids online through eProcurement Portal” available on the <https://eprocure.gov.in/eprocure/app> (given at Annexure-VI for ready reference) for online submission of bids. Bid documents may be scanned with black and white option which helps in reducing size of the scanned document.

ii. Not more than one tender shall be submitted by one tenderer. However, in case a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bid(s) containing technical bid, financial bid and EMD in respect of each of such premises. A breach of these conditions will render the tenders liable to rejection.

iii. The tenderer must provide Bank Guarantee or Fixed Deposit Receipt (FDR) of Rs. **10,000/-** (Rupees Ten Thousand only), in favor of the “Drawing and Disbursing Officer, Enforcement Directorate, Itanagar”, as ‘Earnest Money Deposit’ (EMD), valid for at least six (06) months, and must reach the tender inviting authority at the Office of the Joint Director, Enforcement Directorate, Zonal Office, H. No. 20, Bye Lane No. 1, Rajgarh Road, Guwahati – 3 on or before Bid Submission end date. The applicable charges shall be borne by the tenderer and he shall not have any claim what so ever on this account on Government. Tenders not accompanied with the EMD are liable to be rejected. All bidders shall submit EMD or bid security except Micro and Small Enterprises and defined in MSE Procurement Policy issued by Department of Micro, Small Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or startups as recognized by Department of Industrial Policy and Promotion (DIPP). The bidders shall submit a copy of valid certificates in technical bid cover in support of their claim for exemption from submission of prescribed EMD. The Earnest Money or bid security will be returned to all the unsuccessful bidder(s) at the end of the selection process and no interest shall be paid on it. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection process. Further EMDs shall be returned to the successful bidder after signing the lease agreement and taking possession of the building by department without any interest.

iv. Interested persons who are legal owner or Power of Attorney holder, who has downloaded the tender from designated website of Central Public Procurement Portal (CPPP) [website <https://eprocure.gov.in/eprocure/app>], shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.



2. Process and manner of submission: -

- i. The tenders are to be submitted only **ONLINE** in two parts viz:
 - (a) "Technical Bid" which should contain technical parameters like address of the building, carpet area, built up area, year of construction, plan of the premises, availability of parking space and other requirements as given in the General Terms and Conditions (Annexure-I) and Terms and Conditions for the Tender (Annexure-II) in the format as per Annexure-III.
 - (b) "Financial Bid" which should indicate the rent per sq. ft & total amount proposed to be charged and other financial terms and conditions in the format as per Annexure-IV.
- ii. All the pages of bid documents must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

3. Other details:

For Technical Bid

- The following documents are to be uploaded along with the "Technical Bid":
 - (i) Signed and scanned copy of the proof of payment of **Bid Security/EMD**.
 - (ii) Signed and scanned copy of **PAN No., GST No.** if registered.
 - (iii) Signed and scanned copy of '**Letter of Authorization** from the owner to submit Bids', if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
 - (iv) Signed and scanned copy of **Undertaking** (Annexure-V).
 - (v) Signed and scanned copy of **Tender Acceptance Letter** (Annexure-VI).
 - (vi) Signed and scanned copy of "**Title Deed**" showing the ownership of the premises with the bidder.
 - (vii) Signed and scanned copy of an '**Affidavit**' from owner(s) /Power of Attorney holder that the premises offered are free from litigation / liability /incumbrances pending dues and taxes.
 - (viii) Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
 - (ix) Signed and scanned copy of the "**Layout Plan**" of the premises with exact measurement of the carpet area.
 - (x) Signed and scanned Copy of the Location Map of the proposed property.
 - (xi) Signed and scanned Copy of the 'Completion Certificate'/'Occupancy Certificate' of the offered space / building from the competent authority.
 - (xii) Signed and scanned Copy of the 'Fire Safety Certificate' of the offered space / building from the competent authority.



The bidder should not indicate the rent details in the 'Technical Bid'.

For Financial Bid:

For submission of financial bid, a signed and scanned copy of the "Financial Bid" (**Annexure-IV**), quoting the monthly rate of rent per square feet of carpet area (inclusive of all costs and services including the charges for the maintenance of all facilities and amenities offered including taxes except GST) and other vital details thereof, must be uploaded.

4. Important Information

i. **The Technical Bids will be opened in the office of the Joint Director, Directorate of Enforcement, GWZO I & II, H. No. 20, Bye Lane No. 1, Rajgarh Road, Guwahati – 3 on the scheduled date and time. Separate communication shall be sent regarding date of opening of Financial Bids to technically successful bidders.**

ii. All the interested parties / bidders may remain present in the office of the **Joint Director, Directorate of Enforcement, GWZO I & II, H. No. 20, Bye Lane No. 1, Rajgarh Road, Guwahati – 3** as mentioned above at the time of opening of bids on the date and time as mentioned in the critical date sheet.

iii. After evaluation of the technical bids, bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, an e-mail confirmation will be sent to the successful bidders which can be checked by the bidders on the portal. The financial bids of the successful bidders (found to be qualified in the technical bid) will be decrypted and opened online on the schedule date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.

iv. The hard copy of the original instrument in respect of the bid security, must be delivered to this office on or before bid opening date/time. After opening of the Technical Bid, the original documents as per the requirement of e-tender document will be verified by the department. The department reserves the right to seek any document in original related to the premises offered for hire for the purpose of verification at any stage of the tender process.




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गुवाहाटी / Guwahati



Annexure- II

TERMS & CONDITIONS FOR THE TENDER

1. The premises having following amenities/facilities/features will be preferred for consideration and will gain weightage comparatively: -
 - (i) The building should have occupancy/completion certificate issued by local authority
 - (ii) The building should have Fire safety Certificate issued by Fire Department.
 - (iii) The office premises should be ready to be occupied, well connected by public transport and should have wide approach road. Surroundings of the building, approach road leading to the building, traffic congestion in the area around the building and other related easement factors will be important criteria for qualifying the technical bid. Finalization of rent based on amenities provided and location is subject to recommendation of hiring committee/CPWD and final sanction of Govt. of India.
 - (iv) There should be adequate natural lighting in the campus/compound.
 - (v) There should be provision of 24x7 water supply system along with sufficient water for use in toilets, bathrooms, washbasins, canteen and for housekeeping and other miscellaneous purposes etc.
 - (vi) There should be adequate cross-ventilation.
 - (vii) Whether the premises are free from encumbrances and whether any legal proceedings/litigation pending against the premises, an affidavit in this regard may be submitted.
 - (viii) Please clarify the kind of "Mortgage" of the property, if any, as reflected in tender/ offer documents.
 - (ix) The premises should have suitable power supply for commercial operations and uninterrupted power supply for essential services and common area lighting. The premises shall have proper electrical wiring and fittings/installations with LED lights and shall have 24 hours sufficient load sanctioned and further provisions for increasing the load as per requirement. A DG Set with appropriate load capacity & maintenance thereof will be provided by the owner of the building. However, cost of fuel for running the DG set will be borne by the department.
 - (x) There should be adequate open space for generators and provision for connecting them to the power supply lines.
 - (xi) The premises should have minimum parking space for 08-10 four wheelers as well as for 10 two wheelers. Earmarked parking exclusively for the hiring Department will be preferable/desirable.
 - (xii) All building services and amenities such as lifts (if it is 2nd floor and/or above), power supply, air conditioning, Local Area Network, plumbing, washroom facilities, sewerage system, telephone and intercom connectivity, firefighting system and such other office amenities and fixtures should be made operational before the possession of the building is taken.
 - (xiii) All internal and external walls should be painted with good quality paint at the time of handing over the premises to the Directorate.



- (xiv) Surroundings of the building, space available within the premises of the building, approach road leading to the building, traffic congestion in and around the building and other related factors shall be important criteria for qualifying in the Technical Bid.
- (xv) The required carpet area should preferably be in a single independent building and in case of building with multiple floors the ones offered should preferably be contiguous.
- (xvi) Building should be suitable for use as office and furnished with cabins and cubicles / work stations as per design approved by the Department. The bidder shall be required to make cabins/cubicles/partitions and provide other amenities as required by the department.
- (xvii) In evaluation of technical bids, the bidder offering the maximum amenities esp. those relating to air conditioning, power backup etc. may be preferred over others not offering such amenities.
- (xviii) In case the area offered is in a big common building, the bidder may have to provide an exclusive entrance and exit for the use by the department
- (xix) There should be provision of good quality vitrified tiles/marble flooring in general areas and wooden flooring/granite slabs in certain areas as will be suggested after finalization of the bid.
- (xx) Newly constructed premises having all the above-mentioned requisite amenities will be preferred for consideration and will gain weightage comparatively.
- (xxi) As mentioned in Para 1 (xvi) above, following works shall be carried out by the successful bidder within 2 months of award of work as per size and specification as approved by Directorate of Enforcement, Guwahati & cost of the same has to be borne by the successful bidder. No claim on this account shall be entertained by the department i.e. (Directorate of Enforcement).

Sl. No.	Description of Cabin/ Cubical	Qty.
1.	Cabins	2
2.	Cubical / workstation	10
3.	Approximate numbers of rooms of different sizes & specification as approved by Directorate of Enforcement, Guwahati for which partition/ brick wall/ wooden partition to be made.	20

2. After opening the technical bids and before opening of the Financial Bids physical inspection of the premises offered by the bidders, will be carried out by a team of officers to verify whether the offer complies with the technical specifications as specified in the tender documents and to assess the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities and in case any discrepancy is found on verification, it will entail the rejection of the bid.
3. The bidders shall either be owner or authorized representatives of owner of premises. He has to submit proof of the same.
4. The rent quoted by the bidder shall be per square feet per month on the carpet area which should be inclusive of all services to be offered by the bidder (This should be specifically mentioned). Taxes and duties to be paid to various authorities should be indicated in the financial bid.



5. The proposal should be valid for a minimum period of 6 (Six) months from the due date of opening of financial bid.
6. No advance security money will be given by the Directorate to the owner offering the premises.
7. 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 and rate decided in this regard.
8. 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.
9. Selected party shall be required to sign a Lease Agreement 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. Bidders may note that no increase in rental charges per month will be allowed during the initial 3 (three) years of the agreement period.
10. 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 not be made.
11. All existing and future rates, taxes including property taxes, other municipal taxes, assessment charges, society charges for maintenance and security of carpet area and other outgoing of any description in respect of the said premises shall be borne by the owner/bidder.
12. The cost of repair and maintenance of civil, electrical, plumbing, air conditioning plant or equipment's, power back up (generator set), lifts and common areas etc. will be the responsibility of the owner /bidder. Routine replacement of electrical fittings like bulbs, tubes and other consumables will be done by the department. The Department shall pay charges towards electric power, light and water used on the said premises on actual consumption basis. For electricity supply through generator set, a separate meter should be installed.
13. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of Enforcement Directorate. In case the complaint is not attended within two working days, the job may be carried out by the Directorate at the risk and cost of the bidder.

14. 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.
15. Terms and conditions given in this Tender Documents are sacrosanct and shall be considered as an integral part of this offer/tender. Enforcement Directorate reserves the right to amend/alter/modify any or all the terms and conditions at any time before the tendering process is finalized.
16. The premises should be capable of being handed over for possession to the Department within one month of the acceptance of the offer by the department excluding a reasonable time required to carry out any changes or modification as per the directions of the department.
17. 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.
18. 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 tenders, even the lowest one without assigning any reasons.




(S. K. DAS)

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Annexure-“III”

Ref. No. D-1/4/GAU(Itanagar)/2021, dated 14-10-2023 published in newspapers/ CPPP/ website of Directorate of Enforcement.

Sub: Tender for hiring of office premises for Directorate of Enforcement, Sub Zonal Office, Itanagar.

TECHNICAL BID

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

Sl. No.	Particulars	Details (Please tick/ fill up with relevant)
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 Authorised 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 bidder)	
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 along with nearby 4-5 landmarks describing the locality	
8.2	Has the property been used as an office/commercially on previous occasion	



8.3	Whether the space offered for hire situated in more than one floor of a property, if yes, specify floors	
8.4	Total plot area 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	Whether the building is air-conditioned- fully or partly?	
8.9	Distance of the property from Itanagar Airport.	
8.10	Distance of the property from Bus Station.	
8.11	Width of road on which the property is 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 up to date? (Enclose documentary proof for the same)	
8.14	Parking space for car/vehicles available. (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.	
8.21	Usage of property as approved by local authorities (Residential/Commercial/Shop cum Office).	



8.22	Whether any BSNL Landline connection exists in the property offered	
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, Original or certified Power of Attorney. If bidding as authorised 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 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).	
10.	Further general details relating to the building/ location	
10.1	Whether the proposed property/ building is free from all encumbrances, claims, litigations, debt, mortgage etc.? If not, give details of the nature and status of the encumbrances, claims, litigations.	
10.2	Whether the proposed building/ property is physically vacant and available- "Ready to occupy?"	
10.3	Whether it is an independent building for exclusive use by the Enforcement Directorate 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).	
10.4	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.	

10.5	Please specify the details of public transport facilities available to and from the premises.	
10.6	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.	
10.7	Mention specifically any hazards associated with the building or surroundings which are harmful for human occupation.	
11.	Electricity 1.5 KVA/150 Sq. Ft. would be the minimum electrical load for internal office consumption, which would be procured by the owner/ bidder (mention sanctioned Electricity Load).	
12.	Signage- The Enforcement Directorate 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 façade will be given.	

Enclosed documents wherever required.

ISon/Daughter of*..... have gone through the various terms and conditions mentioned in the Tender Documents and I agree to abide by them. I**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.**





FINANCIAL BID DOCUMENT

- (a) Financial bid undertaking
- (b) Schedule of financial bid in the form of BOQ_Officepremises.xls/ or in PDF format

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To
The Joint Director,
Directorate of Enforcement,
H. No. 20, Rajgarh Road, Bye Lane No. 1,
Guwahati- 781003

Dear Sir,

I submit the Financial Bid in respect of your tender published on the CPPP portal and for taking on rent for your office premises in the city of Itanagar as envisaged in the Bid document.

1. I have thoroughly read and understood all the terms and conditions (including those in Annexure- I, II and III) as contained in the Bid documents, and agree to abide by them.
2. I offer to work at the rates as indicated in the Financial Bid (Annexure IV) inclusive of all applicable taxes except GST.

Yours faithfully,

Signature and name Authorized Representative



(a) Schedule of Financial Bid in the form of BOQ_Officepremises.xls or in PDF format

The below mentioned Financial Proposal/ Commercialbid format is provided as BoQ_Officepremises.xls / PDF format along with this tender document at <https://eprocure.gov.in/eprocure/app> and www.enforcementdirectorategov.in Bidders are advised to download this BoQ Officepremises.xls / PDF format as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not alter/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/ modified in any manner, tender may be rejected.

Sr. No.	Building Description	Area (carpet area) (in Sq. ft.)	Rate per Sq. (carpet area) ft. per month (in Rs.)	Total Amount per month (in Rs.)

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

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

1. The rates will be inclusive of all taxes, fees, levies, local bodies taxes, property taxes etc. (except GST) and any revision in any taxes, fees, etc. after the bid submission will not be allowed.
2. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
3. The rates quoted shall remain firm throughout the tenure of the contract and no revision is permissible for any reason except in accordance with the terms of the Standard Lease Agreement.

Yours faithfully,

Signature and name Authorized Representative



ANNEXURE-V

UNDERTAKING BY THE BIDDER

1. I/We undertake that I/We or my/our firm M/s

has not been blacklisted by any Govt. Department/Public Sector Undertaking/ Autonomous Body.

2. I, Son/Daughter/Wife of Shri

..... Proprietor/Partner/Director/authorized signatory of M/s..... am competent to sign this declaration and execute this tender document.

3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

4. The information / documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. may be blacklisted and shall not have any dealing with the Department in future.

Signature of the authorized Signatory of the firm/Company/Organization

Date:

Place:

Office Stamp/Seal



Annexure – VI

TENDER CONDITIONS ACCEPTANCE LETTER

(to be given on Company letter head, if bidder is firm, co. etc.)

Date:

To
The Joint Director,
Directorate of Enforcement,
H. No. 20, Rajgarh Road, Bye Lane No. 1,
Guwahati- 781003

Sub: - **Acceptance of Terms & Conditions of Tender.**

Tender Reference No. Name of the Tender/
Work... ..

Dear Sir,

1. I/ We have downloaded the tender document for the above mentioned "Tender" from the CPPP portal as per your advertisement, given in the above-mentioned website.

2. I / We hereby certify that I / we have read all the entire terms and conditions of the tender document given in: -

- i) General Instructions and Terms & Conditions: Annexure-I.
- ii) Terms & Conditions of the Tender: Annexure – II
- iv) Formats of Technical Bid (With Undertaking): Annexure-III
- v) Format of Financial bid, BoQ (Bill of Quantity) in .xls format : Annexure-IV
- vi) Undertaking by the bidder: Annexure-V
- vii) Tender acceptance letter: Annexure-VI
- viii) Instructions for online bid submission: Annexure-VII
- ix) Format of Standard Lease Agreement: Annexure- VIII

which form part of the tender document and I/we shall abide hereby by the terms/conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by the department/organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. I / We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department may, without giving any notice or reason therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the earnest money deposit.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



ANNEXURE-VII

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.



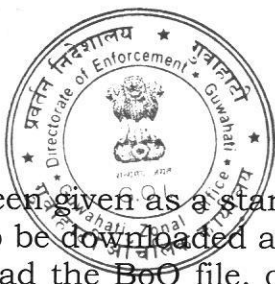
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be preferably in PDF / XLS . Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned office, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price



bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority.

2) Any queries relating to the tender may be discussed in the Pre-Bid Conference, to be held on in the office premises.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



Annexure-VIII

LEASE AGREEMENT

AN AGREEMENT MADE ON DAY OF

THIS Two Thousand and.....
between

hereinafter called 'The Lessor' (Which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the PRESIDENT OF INDIA (hereinafter referred as 'THE GOVERNMENT OF INDIA' or 'Lessee') of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: -

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, hired it aments and premises known as together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.

2. The lease shall commence/shall be deemed to have been commenced* on the day of two thousand and..... and shall, subject to the terms hereof, continue for a term of 3 (Three) years with an option to extend the period of lease for a further term as set out in clause 14 hereof.

3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs..... (in words Rs.) per month, which also includes a sum of Rs.....towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that such revision shall not exceed **5% per annum (in case of residential accommodation)** and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.



- 4.** The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule-B and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of God, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted, PROVIDED THAT THE GOVERNMENT OF INDIA shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.
- 5.** The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the land lord.
- 6.** The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.
- 7.** All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner there of, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Govt. of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of a building subject to payment of tax as one entity, the liability of the Govt. of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the Govt. of India shall be as determined by the Central Public Works Department of the Govt. of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.
- 8.** The Government of India shall pay all charges in respect of electricity power, light and water, used on the said premises during the continuance of these presents.
- 9.** The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Government of India in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the Government of India may cause the repairs specified in the notice to be executed at the expense of the Lessor and the cost thereof may, without prejudice to any other mode of recovery, be deducted from the rent payable to the Lessor.



10. The Government of India may, at any time, during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office, fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of India who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

11. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots, Natural Calamities/pandemic or other civil commotion, enemy action and/or other causes, not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof.

12. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

13. The Lessor agree with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

14. If the Govt. of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal.

“Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee”.



“Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted”.

15. The Government of India shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so without assigning any reason.

16. Any notice to be made or given to the Government of India under these present or in connection with the said premises shall be considered as duly given if sent by the **Lessor through** the post by registered letter addressed to the on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of Post.

17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi.

The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at the convenience of the Directorate. The arbitration proceedings shall be conducted in Hindi/English/..... The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of the Government of India.

18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE 'A' REFERRED TO ABOVE

All that the The Floor of the building known as in the city of which building bear Municipal No.

And is situated on plot/ land bearing Survey Nos. and is bound on or towards east by on or towards West by..... On or towards North by on or towards South by

THE SCHEDULE 'B' REFERRED TO ABOVE

IN WITNESS WHEREOF THE OFFICIAL SEAL OF Has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the President of India on the day and year first above written by

(Signature)

For an on behalf of President of India

In the presence of
Witnesses

1.
2.

And by the lessor in presence of

Witnesses

1.
2.

(Signature)

Name and address of the lessor
In case the lessor is a company
Firm or Society Act

For and on behalf of having authority to
sign in behalf of the lessor Vide
resolution dated.... Of ...

- Portion which are not applicable may be scored off at the time of filling up of the Standard Lease Agreement (SLA) format.

