ANNEXURE - "I"

MUMBAI METRO RAIL CORPORATION LIMITED, MUMBAI.

NAMTTRI BUILDING, PLOT NO. R-13, E-BLOCK BKC, BANDRA (EAST), MUMBAI-400 051.

MMRCL No. 102/CORP-GK/BIDS/2016

Tender/Offer Document (Terms & Condition)

To.

All the intending Person/Parties

Subject:- TENDER NOTICE FOR HIRING COMMERCIAL SHOPS/ OFFICE

AND RESIDENTIAL PREMISES IN THE VICINITY OF

DATE: 29.12.2016

GIRGAON/KALBADEVI, MUMBAI.

Dear

Sir/Madam,

The MMRCL intends to hire commercial and residential space having a desirable carpet area as mentioned in the advertisement in a vicinity of Girgaon/ Kalbadevi, Mumbai.

1. THE PREMISES HAVING FOLLOWING MINIMUM AMENITIES/FACILITIES AND FEATURES WILL BE PREFERRED FOR CONSIDERATION AND WILL GAIN WEIGHTAGE:

(Selection of the premises based on location and quality of construction, rent and other amenities provided, Suitability and subject to certification by "Hiring Committee" and final approval as per rules framed in this regards.)

- i. The building offered should be a completely constructed building and suitable for use as commercial shop/ office or Residential purpose.
- ii. The Building offered should be located on the main roads in the vicinity of Girgaon/ Kalbadevi, Mumbai and should be well connected with public transport.
- iii. There should be adequate natural lighting in the campus/compound.
- iv. There should be provision of drinking/potable water supply system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc.
- v. There should be adequate cross-ventilation.
- vi. The building should have adequate fire safety measures and security measures as per legal requirement.
- vii. The building should be a Municipal Corporation approved building, that should meet all other safety norms like earthquakes resistance, flood etc. required under the law. The property should be insured against all types of damages during the entire period of contract.
- viii. It should have sufficient provisions of lifts of reputed make if the premises offered are on the upper floors.

- ix. The premises should have suitable power supply for official use.
- x. There should be uninterrupted power supply for commercial operations/common area lighting.
- xii. All building services such as Lifts, Power Supply, Plumbing, Sewerage and Telephone Connectivity shall be fully operational at the time of submission of the Offer by the bidder.
- xii. All internal and external walls should be painted with good quality paint at the time of handing over the premises to the MMRCL.
- xiii. There should be provision of vitrified tile/marble flooring/mosaic /Granite flooring in general areas.

2. OWNERS/AUTHORISED REPRESENTATIVES/ POWER OF ATTORNEY HOLDERS MAY CONTACT ON 05.01.2017 BETWEEN 10:30 TO 16:00 HRS. AT THE ABOVE ADDRESS.

Bid Documents can be purchased by paying the necessary charges of Rs.100/-(Rupees Hundred Non refundable) from 29.12.2016 For Online Tender notice and to download bid document please visit Website given below.

https://www.mmrcl.com/tenders

The last date for submitting of Bid form duly filled: 19.01.2017

Parties who have downloaded the Tender forms from the internet will have to enclose a DD of Rs. 100/- (Rupees Hundred Non refundable) in favor of "Mumbai Metro Rail Corporation Limited, Mumbai." towards tender charges. Failing which their Bids will be disqualified.

The interested parties should send their proposal/bid to OFFICE OF THE Executive Director (Planning), MUMBAI METRO RAIL CORPORATION LIMITED, MUMBAI NAMTTRI BUILDING, and PLOT NO. R-13, E-BLOCK BKC, BANDRA (EAST), MUMBAI-400 051.by post or by hand.

The Technical and Financial bid Performa have been placed as Annexure-"II" and "III" respectively to this tender document.

3. FOLLOWING DOCUMENTS ARE ESSENTIAL AND MUST BE SUBMITTED AS PART OF TECHNICAL BID:-

- a. Offer Letter (duly signed and stamped)
- b. This Tender / Offer document duly signed (and also stamped in case of an entity submitting the bid) on each page, as token of acceptance of Terms & Conditions mentioned there in
- c. Technical Bid in Annexure "II" (Duly signed and stamped on each page)
- d. Other documents as detailed in the Technical Bid i.e. Annexure-"II" (duly signed and stamped on each page.)

4. THE PROCEDURE FOR SUBMITTING BIDS IS MENTIONED BELOW:

Both the aforesaid Annexure along with DD (for Online Tender Forms Only) should be placed in envelope which should also be properly sealed. This envelope should be superscripted as: -

"TENDER FOR HIRING OF COMMERCIAL SHOPS/ OFFICE AND RESIDENTIAL PREMISES AT GIRGAON/KALBADEVI, MUMBAI" and addressed to Executive Director (Planning), MUMBAI METRO RAIL CORPORATION LIMITED, NAMTTRI BUILDING, PLOT NO. R-13, E-BLOCK BKC, BANDRA (EAST), MUMBAI-400 051.

5. TERMS & CONDITIONS

- 1. The bid documents should be submitted along with the offer letter to office of the Executive Director (planning), Mumbai Metro Rail Corporation Limited, Mumbai, Namttri Building, Plot no. R-13, E-Block, BKC, Bandra (east), Mumbai-400 051.by post or by hand. by **19.01.2017** The Financial Bids of those who qualify on evaluation of technical bids by the Hiring Committee would be opened on 19.01.2017
- 2. After opening the Bids , physical inspection of the premises offered by the bidders, covered by the tendered bids, will be carried out to verify whether the offer complies with the technical specifications or otherwise.
- 3. In case the bid is found acceptable, the selected party will be required to submit the original copy of the Title Deed of the property along with proof of identity of the owner before the bids are opened. Original documents shall be returned after decision is taken to open Bids or otherwise.
- 4. The rent proposed to be charged per square feet per month on the carpet area which should be inclusive of all services and taxes (excluding Service Tax) and duties to be paid to various authorities should be indicated in the financial bid only.
- 5. 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.
- 6. The offer should be valid for a minimum period of Three months (90 days) from the due date of opening of the tender.
- 7. It should be noted that most competitive rates should be offered. However, selection will be on basis of cost as well as quality of construction, suitability, convenience and consideration of the Government.
- 8. No brokerage/fee shall be paid to the authorised representatives and **No Rent Deposits** will be given by the **MMRCL** to the Owner for offering the premises.
- 9. Tenders received after the due date and time for whatever reason, shall not be entertained and the **MMRCL** shall not be responsible for any loss or delay in delivery of tender documents.
- 10. The premises offered should be legally free from all encumbrances.
- 11. Finalization of rent would be at the discretion of the **MMRCL** as per the rules framed in this regard.
- 12. The selected bidder would be required to sign Lease agreement with the MMRCL. The original copy of the lease document shall be retained by the lessee.
- 13. The tender is for hiring for an initial period of 03 (Three) years. Within this period there will not be any revision of rent. In case required the hiring period may extend beyond. The revision of rent beyond 03 years, if required, would be as per conditions mentioned in Lease Agreement signed. If lease is extended beyond 03 (Three) years, up to 5% increase in rent would be agreed upon between the parties.
- 14. All the details and documents mentioned in the tender form must be submitted. A tender having incomplete details/documents are liable to be rejected. However, the **MMRCL** may give an opportunity to the bidder to furnish the balance details/documents within the specified time. The **MMRCL** 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.
- 15. Monthly rent should be quoted on lump-sum basis for the Carpet area. (Details of 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. should be furnished) for the entire agreement periods of 03 (three Years) in the Financial Bid.

- 16. The monthly rent will start as and when possession of the building is taken over by the **MMRCL**. The rent shall be paid as per the lease agreement. Advance payment of rent shall ordinarily not be made.
- 17. All existing and future rates, taxes including property taxes, assessment charges and other outgoings of any description in respect of the said premises shall be borne by the owner/bidder.
- 18. The **MMRCL** shall pay all charges in respect of electric power, light and water used on the said premises during the lease periods as per the prevailing rates. For electricity supply through generator set, a separate meter should be installed.
- 19. The cost of repair and maintenance of civil/Electric installation including Air Conditioning plant, power backup (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 MMRCL. The scope of maintenance is enclosed as per "Annexure-IV".
- 20. The security of the building and running of lifts with requisite man power for operation shall be the responsibility of the owner/bidder. The cost of deployment of External Security for the building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the MMRCL. The internal security of the building will be taken care of by the MMRCL. The bidder should make sure that the Lifts work smoothly during the period of contract. The owner will also be required to install and maintain CCTV cameras with a backup of minimum 72 hours at all strategic locations like main gate, in lifts, backyard, in and exit gates etc.
- 21. All the maintenance related minor complaints shall be attended on priority but not later than 24 hours to the satisfaction of **MMRCL**. If the bidder fails to do so, Rs.500/- 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.
- 22. The MMRCL at any time during the Lease Period/extended Lease Period may make temporary alternations like partitions, office fixtures and fittings to suit the requirements.
- 23. 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.
- 24. The MMRCL reserves the right to amend any/all terms and conditions, as it deems necessary.

- 25. Tender Bids will be evaluated along with the offers received from Government, Semi Government Organisations.
- 26. The assessment of reasonable rent will be done by the Hiring Committee of MMRCL.
- 27. Participation in the tender process does not entail the bidders any commitment from the **MMRCL**. The **MMRCL** will not be liable for any damage/loss caused to the bidders during the tendering process and before signing of the contract.
- 28. The MMRCL reserves the right to reject/accept any or all the Tenders in full or part without assigning any reasons and the decision of the MMRCL shall be final and is binding on all concerned. No appeal against the decision of the MMRCL shall be entertained.

Shri. R.Ramana

Executive Director (Planning),

MUMBAI METRO RAIL CORPORATION LIMITED,

NAMTTRI BUILDING, PLOT NO. R-13, E-BLOCK BKC, BANDRA (EAST), MUMBAI-400 051.

OFFER LETTER

Reference No.: - MMRCL No. 102/CORP-GK/BIDS/2016

published in newspapers/web sites.

DATE: 29.12.2016

Subject:-TENDER FOR HIRING COMMERCIAL SHOPS/ OFFICE

AND RESIDENTIAL PREMISES IN THE VICINITY OF GIRGAON/

KALBADEVI, MUMBAI.

With reference to your Tender Notice calling for offers for hiring of commercial shop/office and

residential premises for MMRCL at, Girgaon/Kalbadevi, Mumbai.

I/We herby submit my/our offer as follows:-

a) Technical Bid: As Annexure-"II" & other documents (Envelope-I).

b) Financial Bid: As Annexure-"III" in separate sealed cover (Envelope-II) Both Annexure

namely technical bids and financial bids referred to above put in an envelope as required.

I hereby undertake to abide by various terms and conditions contained in your letter

MMRCL No. 102/CORP-GK/BIDS/2016 DATE: 29.12.2016 calling for offers. (Copy, duly signed,

enclosed)

c) I have also enclosed a DD drawn in favour of MMRCL for 100/- towards necessary

Charges of the Bid Documents. (Applicable only for those Bidders who have downloaded the

Tender Documents from the Internet.)

I also certify that the details furnished in the bid/bids, various enclosures and other

documents are true and correct to my/our knowledge.

Date

Signature and stamp of the

Owner /bidder/authorized Signatory with complete Name, Address, Contact no, 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)

7

Annexure -'II'

Reference No. : - MMRCL No. 102/CORP-GK/BIDS/2016 DATE: 29.12.2016

Subject:- TENDER FOR HIRING COMMERCIAL SHOPS/ OFFICE AND RESIDENTIAL PREMISES IN THE VICINITY OF GIRGAON/ KALBADEVI, MUMBAI.

TECHNICAL BID

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

Attach extra sheets, if required, which should also be signed					
GD 37					
SR.No.	Particulars	Details			
1	Name of the persons/party submitting the Bid				
	(hereinafter referred to as the bidder); Permanent				
	Account No. (PAN); whether assessed to tax? and				
	if so, particulars thereof.				
2	Status of the bidder (Individual/Partnership				
	Firm/Agent/Company/Society/Any other specify).				
3	Name of the person/party holding Title to the				
	property (hereinafter referred to as the owner)				
	Permanent Account No (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 he/she is himself/herself the owner of				
	property offered on rent or holds a Power of				
	Attorney or a duly Authorized Person ?	-			
5.1	Details regarding experience of bidder/owner in				
	construction of building (if the bidder/owner are				
	separate persons such details to be given in respect				
	of both).	ļ			
6	Contact details of bidder:-				
6.1	Name				
6.2	Complete Postal Address				
0.2	Complete i ostar Address				
6.3	Contact Tel no./Mob				
6.4	Fax no. with STD Code				
7	Contact details of owner(if different from				
	bidder):-	<u> </u>			
7.1	Name				
7.2	Complete Postal Address				
7.3	Contact Tel no./Mob.				
7.4	Fax no. with STD Code				

SR.No.	Particulars	Details(Please tick /Fill up with relevant answer)
8	Details of property offered:-	,
8.1	Location and Address of the Property	
8.2	Whether property is having "Office/residential Use" as permissible use by competent authority?	
8.3	Whether it is an independent building for exclusive use by the MMRCL without sharing with any other user? If no, give details of tenants/proposed tenants or occupants. (The bidder may be required to furnish copy of lease agreement with other tenants, if called for)	
8.4	Whether the space offered for hire is situated in more than one floor of a property? if Yes, specify floors.	
8.5	Total plot area of the property where Office/Residential premise is offered(in Sq.ft.).	
8.6	Total carpet area on each floor offered for rent (in Sq.ft.).	
8.7	Total carpet area (total of all floors) offered (excluding underground/covered parking areas) (in Sq.ft.).	
8.8	Open area (open parking space, inner roads, garden etc.)	
8.9	Covered Parking areas; garages, Underground parking etc.(if any).	
8.10	Approx. distance of the property from Girgao/Kalbadevi Station.	<u> </u>
8.11	Width of road on which the property is located.	
8.12	Whether proper access from road is available/ Also specifies clearly whether the premises are easily accessible for heavy vehicles? (Inform if any restrictions have been	
8.13	imposed by govt. or other authorities if any.) Details regarding natural light and Proper	
8.14	Ventilation. Whether the proposed property/building is free	
	from all encumbrances, claims, litigations etc.? (If yes, attach copies of relevant certificates. If not, give details of the nature and status of the encumbrances, claims, litigations etc.)	
8.15	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)	
8.16	Whether the proposed building/property is physically vacant and available-"Ready to occupy?"	
8.17	Parking space for car/vehicle available. Public parking spaces on road or any other nearby public area will not be counted or this purpose. Details of covered/underground parking space. (if any and open parking space may be indicated separately)	
8.18	Details of the toilet facilities available on each floor (give details of common toilet facilities as well as attached toilet facilities, mention separately for men and women if any).	
8.19	Details of lift capacity and number.	
8.20	Details of available fire safety and security measures.	
8.21	Whether suitable power supply for Commercial/Residential operation is available?	
8.22	Whether adequate open space for installation of generator is available?	
8.23	Details of the power backup, whether available or not.	
8.24	Any other facility which the owner/bidder may provide to the MMRCL in proposed property such as Conference Room, business entry, Food Court, Gymnasium and other recreational Facilities etc.	

SR.No.	Particulars	Details(Please tick /Fill up
		with relevant answer)
9	Maximum time required for Completing the	
	internal wall partition and other finishing works as	
	per user requirements.(In case of Commercial Shop/	
40	office)	
10	Further general details relating to the	
	Building/Location.	
10.1	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.	
10.2	Please specify the details of public transport	
	facilities available to and from the premises. (BEST)	
10.3	Mention specifically any hazards associated with	
	building or surroundings which are harmful for	
	Human occupation.	
10.4	Whether the premise has extra storage facility?	
	(If yes, give details. If not, specify whether such	
	facilities are available in the vicinity.)	
11	Building Management-please provide full details	
	of the building management company including	
	its ownership structure and whether the	
	management service is in house or outsourced.	
12	For Commercial Shop/Office-	
	Electricity -1.5 KVA/100Sq. ft would be the	
	minimum electrical load for internal office	
	consumption, which would be procured by the	
	Owner/bidder.	
13	Whether electricity installation and fitting, Power	
	plugs switches etc. provided or not? Whether	
	buildings has been provided with fans in all rooms	
	or not? (If yes, give the nos. of fans floor wise)	
14	Signage- MMRCL requires the right to use its logos	
	and graphics at the entrance to its premises and	
	within the premises. The MMRCL shall also be	
	provided 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.	

Enclose documents wherever required.

I/we have gone through the various terms and condition mentioned in the tender documents and I agree to abide by them. I/we(in full and Block Letter)son/daughter of......(in full and Block Letter) 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.

Place:	Yours faithfully,
	Date:
	Signature
	Name
	Designation

Annexure -III

Reference No.: - MMRCL No. 102/CORP-GK/BIDS/2016 DATE: 29.12.2016

Subject:- TENDER FOR HIRING COMMERCIAL SHOPS/OFFICE AND RESIDENTIAL PREMISES IN THE VICINITY OF GIRGAON/

 $\ \ \, \textbf{KALBADEVI} \ , \textbf{MUMBAI}.$

FINANCIAL BID

1. Name of the party

- 2. Address (with Tel.No. & Fax No.)
- 3. PAN No.

4. Name & Address of the proprietor, Partners/ Directors (with Mobile Number)

Name & address of	*Net Carpet Area	Monthly rent Rs.	Total Monthly rent
the premises	offered (in Sq. ft.)	per Sq. ft.	quoted for the Net carpet
			area Rs.
1	2	3	4

: IMPORTANT NOTE:

- 1 No separate rent would be paid for (a) underground / covered parking areas (b) open parking space, inner roads, garden etc. either in the compound. The rate quoted shall be inclusive of usage by tenants of all these areas.
- **2**. If it is independent building in a plot, then the rent quoted shall give right for the tenant for usage of the total plot area of the property i.e. complete land area including open spaces and constructed area that are with the boundary of property being offered on rent. Bids should be inclusive of Terms laid down in "Annexure-IV" in tender documents.
- **3**. * Net carpet area means area of premises less toilets, passage, walls/columns, staircases, verandah, lobby, balcony etc.
- **4** The rent quoted shall include the property tax, Municipal taxes or any other taxes paid at as the current tariff as on the date of quoting.
- **5** The rate quoted shall be exclusive of Service Tax.
- **6** The Municipal water charges and the electricity charges would be borne by the **MMRCL** on actual bases from the date of occupation to the date of vacation.
- 7 The tender is for hiring of an initial period of 03 (Three) to 05 (Five) years. Within three years, there will no revision of rent. In case required the hiring period may extend beyond 5 years. The revision of rent beyond 05 years, if required would be as per conditions mentioned in Standard Lease Agreement (SLA) signed.
- **8** No advance would be given by the **MMRCL** as deposit for rent.
- 9 Finalization of rent would be at the discretion of the MMRCL after final approval as per the rules framed in this regards.
- 10 The MMRCL reserves the right to reject/accept any or all the Tenders in full or part without assigning any reasons and the decision of the MMRCL shall be final and is binding on all concerned. No appeal against the decision of the MMRCL shall be entertained.

Date Signature and stamp of the owner /bidder/ authorized

Signatory with complete Name, Address, Contact no, 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-IV"

SCOPE OF MAINENANCE

The Landlord would bear the cost of maintenance of the following

- 1. □Periodical Civil, electrical, fire fighting maintenance and preventive maintenance Drill for firefighting equipment would be responsibility of bidder.
- 2. Periodical maintenance of the building, which includes painting of walls, doors, windows, all the exteriors, and all the common areas of the building.
- 3. Maintenance of all Elevators including payments of AMC.
- 4. Maintenance of lighting posts etc. of common area.
- 5. Maintenance of main building electrical installations, common electrical, plumbing and sanitary lines.
- 6. Provision of signage pertaining to common services.
- 7. Insurance of building.
- 8. Maintenance and running of motors and water pumps installed at the premises.
- 9. Maintenance and running of common power backup generator/DG sets, payment of their insurance and AMC.
- 10. Round the clock general security to the premises, access control and regulating visitors' movement. Regulating vehicle movement within the premises.
- 11. Day to day housekeeping and maintenance of all common areas including pavement, landscape, common garage area.