



GOVERNMENT OF MADHYA PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN,
PLOT NO. 29C-D, JESUS & MARY MARG
CHANAKYAPURI NEW DELHI 110021

**TENDER DOCUMENT FOR
HIRING OF SERVICES OF CHARTERED ACCOUNTANT
FIRM FOR MADHYA PRADESH BHAWAN**



MADHYA PRADESH BHAWAN,
29C-D, JESUS & MARY MARG
CHANAKYAPURI, NEW DELHI - 110021

A- NIT & Technical Bid
OFFICE OF THE RESIDENT COMMISSIONER
MADHYA PRADESH BHAWAN,
CHANAKYAPURI, NEW DELHI - 110021

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH,
MADHYA PRADESH BHAWAN
PLOT NO. 29CD, JESUS & MARY MARG CHANAKYAPURI
NEW DELHI 110021**

Website : www.mpbhawan.gov.in, www.mptenders.gov.in

Tel.No.+011-26772001/2002

1. NOTICE INVITING TENDER

The Resident Commissioner, M.P. Bhawan, New Delhi on behalf of Governor of Madhya Pradesh invites online bids in single stage two envelope systems For Hiring of Services of Chartered Accountant Firm for Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 from eligible experienced Chartered Accountant firm(s) registered with Institute of Chartered Accountants of India.

S. No.	Name of the work	Annual Probable Amount of Contract	Cost of tender document (non refundable to be paid online)	Earnest Money Deposit (EMD to be paid online)	Contract Period
1	Hiring of Services of Chartered Accountant Firm for Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 as described in the scopeof work	Rs. 2,00,000/-	Rs. 500/-	Rs. 6,000/-	Three Years initially extended to another one year on mutual consent of both parties

1 Submission of Tender Documents:

- 1.1 Online tenders For Hiring of Services of Chartered Accountant Firm for M.P. Bhawan at Plot No. 29 C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 in single stage two envelope systems (Technical bid & Financial bid through online e- Tendering) in the prescribed proforma.
- 1.2 Detailed job description is provided in the relevant section of the body of tender document.
- 1.3 Tender documents to be downloaded from the website: www.mptenders.gov.in and submission of bids through e-tendering with non-refundable cost of the form 500/- (Rs. Five Hundred only) to be paid online.
- 1.4 The last date for online submission of Technical Bid is 23/09/2024, up to 3.00 PM on website: www.mptenders.gov.in, and the same will be opened in the presence of such bidder(s) who may wish to be present in the office Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021. on 24/09/2024at 3.00 PM.

- 1.5 The financial bid is to be submitted online through e-tendering process till 03:00 PM on 23/09/2024 on website: www.mptenders.gov.in. In no case financial bids would be received and accepted by hand or in hard copy. Financial bid would be opened in respect of bidders whose technical bids are found acceptable by the committee constituted for this purpose on 30/09/2024 at 03:00 P.M
- 1.6 Online Technical bid must be submitted with online e-payment receipt of EMD & cost of tender document.
- 1.7 Performance Guarantee /Security deposit shall be Rs. 3,750/-
- 1.8 A pre-bid conference will be held on 17/09/2024 at 03.00 PM in the conference hall of Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021
- 1.9 For any information, or clarification contact person is Smt. Neeru Sharma, (Joint Commissioner) Tele.No. 011-26772115 Mob. No. 9716844444 or Sh. Uttam Singh (Section Officer) Tele. No. 011-26772116 Mob. No. 9313954398 and by Email id- pa1mpbhawan@mp.gov.in
- 1.10 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding

**Addl. Resident Commissioner,
M.P. Bhawan, New Delhi**

**Any other website related technical queries,
please call at 24 x 7 Help Desk
Numbers 0120-4001002, 0120-4001005 & 0120-6277787**

SECTION-2

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
PLOT NO. 29CD, JESUS & MARY MARG CHANAKYAPURI
NEW DELHI 110021
Website - www.mptenders.gov.in or www.mptenders.gov.in
Tel.No. +911126772001/ 2002

HIRING OF SERVICES OF CHARTERED ACCOUNTANT FIRM FOR MADHYA PRADESH BHAWAN**2. BRIEF INFORMATION ON BID DOCUMENT**

SECTION 2	PARTICULARS	DETAILS
2.1	Tender No.	22/CA/MPB/2024
2.2	Period	Three Years (Contract may be renewed for another one year with mutual consent of both the parties)
2.3	Date and Time of Pre-bid conference	17/09/2024 at 3.00 p.m.
2.4	Last date and time of bid submission	23/09/2024 upto 3.00 p.m.
2.5	Date and Time of opening of Technical Bid	24/09/2024 at 3.00 p.m.
2.6	Date and Time of opening of Financial Bid of qualified Bidders	30/09/2024 at 3.00 p.m.
2.7	Annual Probable amount of contract	Rs. 2,00,000/-
2.8	EMD	Rs. 6,000/- (Paid online)
2.9	Security Deposit	Rs. 6,000/-
2.10	Cost of Tender Document	Rs. 500/-
2.11	Validity of Bid	120 days
2.12	Pre-bid meeting	Pre-bid meeting shall be held at conference hall of MP Bhawan on- 17/09/2024 at 3.00 p.m.
2.13	Contact person for clarification, if any	Smt. Neeru Sharma, Joint Commissioner Ph. No. 011-26772115 Mob. No. 9716844444 Mr. Uttam Singh, Section Officer (S.O.) Ph. No. 011-26772116 Mob. No. 9313954398 Email Id- sempbhawan@mp.gov.in

**Any other website related technical queries,
please call at 24 x 7 Help Desk Numbers 0120-4001002,
0120-4200462, 0120-4001005 & 0120-6277787**

SECTION-3

3.1 INSTRUCTIONS TO BIDDER

- 3.1.1 No two or more concerns in which an individual is interested as a proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
- 3.1.2 The Resident Commissioner, M.P. Bhawan, New Delhi shall be accepting officer here in after referred to as the client for the purpose of this contract.
- 3.1.3 The client shall have the right of rejecting all or any of the tenders.
- 3.1.4 Conditional tender, Tender without cost of tender form & EMD will not be accepted.
- 3.1.5 In situation where two or more contractors/ bidders are at par with each other in respect of their rates after all the arithmetic and other checks are carried out, then the Rebate on the quoted amount from all the agencies whose rates are at par shall be invited, in sealed envelopes, which shall be opened in the presence of the agencies whosoever choose to remain present
- 3.1.6 All dispute arising out of or in any way connected shall be deemed to have arisen in New Delhi and only the courts in New Delhi shall have jurisdiction to determine the same

3.2 VALIDITY OF TENDERS

Tenders shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Tenders.

3.3 BID EVALUATION CRITERIA:- single stage two envelope systems

- 3.3.1 Online Technical Bids shall be evaluated by a Tender Evaluating Committee based on the available documents submitted by the bidder.
- 3.3.2 The online Financial Bid of those bidders who are found eligible in Technical Bids shall be opened on 30/09/2024 at **Madhya Pradesh Bhawan, Plot No. 29C- D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021** in the presence of bidders who choose to be present.
- 3.3.3 M.P. Bhawan Authority reserves the right to seek confirmation / clarification on the supporting documents submitted by the tenderer.
- 3.3.4 Financial Bid shall be evaluated based on lowest quoted rates.

3.4 Pre-Bid Conference

- 3.4.1 A Pre-Bid conference will be held in the Conference Room, M.P. Bhawan on 17/09/2024, 03.00 PM to discuss various issues relating to the tender. Interested bidders may make it convenient to attend the same. No clarification can be sought and no suggestion / queries etc. will be entertained after the pre-bid conference.
- 3.4.2 Pursuant to the pre-bid meeting if the client deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.
- 3.4.3 All amendments shall form part of the Bid Document.
- 3.4.4 The client may, at its discretion, extend the last date for submission of bids by publication of the same on the website: www.mptenders.gov.in.

3.5 Corrupt & Fraudulent Practices

The Client will reject the bid if it is determined that the bidder has engaged in any type of corrupt or fraudulent practices.

3.6 Forfeiture of the EMD

- 3.6.1 In case the successful Bidder backs out and/or fails to take up the job under the Contract, the amount of EMD shall be forfeited by the Competent Authority.
- 3.6.2 The successful Bidder shall not revoke his Tender or vary its terms and conditions without the consent of the Competent Authority during the validity period of Tender, failing which the Security Money/PBG deposited by the agency shall stand forfeited to the Government of Madhya Pradesh without prejudice to its other rights and remedies.
- 3.6.3 If the successful Bidder does not pay the Security Deposit or Performance security Deposit in the prescribed time limit or fails to sign the Contract, the Earnest Money Deposit will be forfeited by the Competent Authority who may invite the next successful bidder (L-2) for providing services at L-1 quoted rate at the risk and costs of original successful bidder.

- 3.7 Irrevocable performance/Security deposit shall be Rs. 6,000/- (Six Thousand Only) in the form of Bank Guarantee / Fixed Deposit / DD of Scheduled Commercial Bank of Delhi branch drawn in favour of "Addl. Resident Commissioner, Madhya Pradesh Bhawan, New Delhi" payable at New Delhi for the period beyond two months of the contract period. The security/performance deposit shall be released only after successful completion of Contract period.

- 3.8 The disputes shall be subject to Courts at Delhi.

**Addl. Resident Commissioner
M.P. Bhawan, New Delhi**

4. TERMS & CONDITIONS OF CONTRACT

4.1 Eligibility Criteria

- 4.1.1 The Chartered firm should be registered with the Institute of the Chartered Accountants of India
- 4.1.2 Registered Chartered Accountant Firm should be based in Delhi NCR area.
- 4.1.3 Chartered Accountant Firm should be a registered company, a partnership firm or proprietor firm having at least 05 years experience in providing services as provided in the scope of work.

(Attach Registration certificate as documentary proof)

(Copy of work order & successful payment receipt /transaction details or completion certificate to be submitted for experience along with bid as documentary proof.)

- 4.1.4 Firm should have atleast 3 Chartered Accountants working as full time partners or as employees of the firm. Details to be provided.
- 4.1.5 Should have a valid PAN Card and GST registration certificate. (Photocopy of PAN card and GST certificate to be submitted in this regard)
- 4.1.6 Chartered Accountant firm should have at least Annual average turnover of Rs. 10 Lacs or above in any 3 years during last 5 financial years.

(Certified copy to be submitted in this regard)

4.2 Scope of Work :-

- 4.2.1 Complete Income Tax related work including Filing of Income Tax Return, Generation of Form 16, correction, revision, reply to notices, filing of claim for refund, attending/representing MP Bhawan in any proceeding/assessment of Income Tax, if any, etc.
- 4.2.2 TDS returns related work with respect to the MP Bhawan Staff (approx. 100 nos employees) if any notices/demands is issued by the Department, the correction, revision, reply to notices etc. Shall be made by C.A. Firm (Total numbers of employees for TDS returns in financial year 2023-24 was approx. 100 nos).
- 4.2.3 Issues/Filing of Income Tax form 15CA/15CB
- 4.2.4 Complete GST related work including filing of GST Returns, checking/scrutiny of GST/IGST being charged by vendors, representing MP Bhawan in any proceeding/assessment, if any etc.
- 4.2.5 Checking of appropriateness of tax deduction at source from payments made to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters.
- 4.2.6 Opinion/Queries on GST, TDS, Income Tax, Accounts related matters etc., if any.
- 4.2.7 Any other relevant work.
- 4.2.8 The representative of the firm shall visit MP Bhawan, New Delhi office mandatorily once in 15 days.
- 4.2.9 The CA firm shall ensure that all works are completed at least one week before the prescribed due date (Statutory).

- 4.2.10 Disposal of any notice from Income Tax Department or any pending proceeding thereto with respect to the period prior to the period of current contract.

4.3 Payment of Professional Fee:

- 4.3.1 The payment shall be released after Submission of final report to M.P. Bhawan Office Statutory deduction(s) as applicable from time to time shall be made from the payment released to the agency. The payment(s) shall be made in Indian currency only.
- 4.3.2 CA firm will submit bill for the services required in the scope of work in duplicate for quarterly payment.
- 4.3.3 The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the CA and which shall not be reimbursed.
- 4.4.4 The GST as applicable shall be reimbursed by M.P. Bhawan on actual production of receipt of deposit. However, CA has to mention GST Number in the invoice and amount of GST should be shown separately in the bill as per GST Rules as applicable from time to time.

4.5 Performance Security/ Security Deposit

- 4.5.1 For the due performance of the contract in accordance with the terms and conditions specified, the CA firm shall, on the day or before signing the contract, which shall not be later than 07 (Seven) days of the issue of the Letter of Acceptance, furnish irrevocable performance security / security deposit of an amount of Rs. 6,000/- (Rs. Six Thousand Only) or in the form of Fixed Deposit/Demand Draft/PBG of Scheduled Commercial Bank of Delhi branch drawn in favour of Addl. Resident Commissioner, M.P. Bhawan, New Delhi payable at New Delhi. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 60 days. The EMD paid by the bidder shall be returned after receipt of Performance Guarantee.
- 4.5.2 The Performance Bank Guarantee shall be in favour of Addl. Resident Commissioner, M.P. Bhawan, New Delhi payable at New Delhi. The Performance Bank Guarantee should be (in the prescribed format of M.P. Bhawan as per Section-9) issued from any Scheduled Commercial Bank having branch at New Delhi.
- 4.5.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract.
- 4.5.4 The performance security will be discharged by M.P. Bhawan and returned to the CA firm after successful completion of assignment.
- 4.5.5 M.P. Bhawan reserve the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the CA firm's failure to fulfill any of its contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 4.5.6 Should the stipulated time for completion of work, for whatever reason be extended, the CA firm, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended/revised Bank Guarantee to M.P. Bhawan before the expiry date of the Bank Guarantee originally furnished.

4.6 Completion period:

The overall completion period for the execution of this project from the date of commencement of work shall be Three Years (Contract may be renewed for another one year with mutual consent of both the parties subject to satisfactory performance of the firm) as mentioned in NIT.

4.7 Commencement of Work:

The work should commence within 7 working days of issuance of (LoA) Letter of Acceptance. The CA firm and its employees shall be allowed to work in the office of the MP Bhawan on working days as and when required.

4.8 Compensation for Delay:

The work shall be processed with all due diligence throughout, the stipulated period of the contract. The CA firm will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients.

In case the CA firm falls to complete the work within the Contract period or extended period as above owing to reasons attributable CA firm's liquidated damages @ 1% per week of the total fees subject to a maximum amount of 10% of the total fees shall be deducted from the dues that may become payable to the CA firm.

4.9 Abandonment of Work:

That if the CA firm abandons the work for any reason whatsoever or becomes incapacitated from acting as CA firm as aforesaid, M.P. Bhawan make full use of all or any of the reports /documents prepared by the CA firm and pay such charges to other CA firm as per prevailing market rate at the risk and cost of the existing CA firm.

4.10 Termination:

M.P. Bhawan without any prejudice to its right against the CA firm in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month notice in writing to the CA firm. In the event of such termination, the CA firm shall only be entitled to raise the bill for the work done by the firm /agency up to the date of serving termination notice to him. The decision of the client with respect to the quantum of payment due in this regard shall be final & binding on the CA firm. M.P. Bhawan may make full use of all or any of the reports/documents prepared by the CA firm.

4.11 Confidentiality of Reports and Copyrights:

The Interim reports and all documents submitted will become the property of M.P. Bhawan. The Reports cannot be issued to any other person, firm or authority or used by the CA firm for any other office. No copies of any Report or document shall be issued to anyone except M.P. Bhawan and authorized representative of M.P. Bhawan.

4.12 Responsibilities for Accuracy of Account Works:

The CA firm shall be responsible for the accuracy of the financial data collected and the documents /reports prepared by him as a part of the contract work.

4.13 Jurisdiction

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Delhi alone will have jurisdiction to deal with matter arising there from.

4.14 Penalty Clause

- 4.14.1 In case any of personnel deployed under the firm is not attending the MP Bhawan office in time as mentioned in scope of work, a penalty of Rs. 500/- for each absence on that particular day will be levied by MP Bhawan.
- 4.14.2 In case any complaint is received attributable to misconduct/misbehavior of firm's personnel, a penalty of Rs. 500/- for each such incident shall be levied.
- 4.14.3 In case the firm fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, MP Bhawan reserves the right to impose the penalty as per clause 4.8
- 4.14.4 In case of breach of any terms and conditions attached to this contract, a penalty of Rs. 500/- for each such incident shall be levied.
- 4.14.5 Any Penalty levied to client / M.P. Bhawan on account of reasons attributable to CA firm/ due to dereliction of duty of CA firm shall be recovered from the dues payable to the CA firm.

4.15 Determination or Rescission of Agreement:

M.P. Bhawan without any prejudice to its right against the CA firm in respect of any delay by notice in writing may absolutely determine the contract if the CA firm commit breach of any of the terms of agreement. When the CA firm have made themselves liable for action under any of the clauses aforesaid, M.P. Bhawan reserves the right :-

- 4.15.1 To rescind the agreement.
- 4.15.2 To engage another CA firm / next successful bidder (L-2) at the rate of L-1 bidder to carry out the balance work at the risk and cost of the L1- CA firm and debiting the CA firm the excess amount if any so spent.

In case MP Bhawan rescind of contract of CA firm. The performance Guarantee/ Security Deposit of the CA firm shall stand forfeited. The decision of M.P. Bhawan in this regard shall be final and binding on the CA firm.

- 4.15.3 The Contractor / Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.

**Addl. Resident Commissioner
M.P. Bhawan, New Delhi**

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH.
MADHYA PRADESH BHAWAN
PLOT NO. 29CD, JESUS & MARY MARG
CHANAKYAPURI NEW DELHI 110021

5 UNDERTAKING

Name of work;- Hiring of Services of Chartered Accountant Firm for Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021.

- 5.1** I/We hereby tender For Hiring of Services of Chartered Accountant Firm in respect for M.P. Bhawan at Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 as described in the scope of work
- 5.2** I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh or his successor in Office the sums of money mentioned in the said conditions.
- 5.3** The Earnest Money Deposit of Rs. 6,000/- (Rupees Six Thousand Only) is to be paid online as per the terms & conditions of the work.
- 5.4** I/We do not stand blacklisted by any of the Department/ Organization as on the date of submission of tender.

.....
Signature of Bidder before
Submission of tender

PROFORMA FOR TECHNICAL BID

Name of work : Hiring of Services of Chartered Accountant Firm for M.P. Bhawan at Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021.

Annexure 6.1	Particulars of Firm	Details	Page No.
6.1A	Name of Firm / Agency	Attach photo copy	
6.1B	Full Address of the Firm / Agency	Attach photo copy	
6.1C	Email ID	Attach photo copy	
6.1D	Mobile No./Phone No. of the Firm	Attach photo copy	
6.1E	Constitution of the Firm (Attached Copy)	Attach photo copy	
Annexure 6.2A	PAN no. of the Firm /Agency (Attached Copy)	Attach photo copy	
6.2B	GST No. of the Firm / Agency (Attached Copy)	Attach photo copy	
Annexure 6.3A	Details of tender cost Rs. 500/- to be paid online (Attached proof)	Attach photo copy	
6.3B	Details of EMD Rs. 6,000/- to be paid online (Attached proof)	Attach photo copy	
Annexure 6.4	Five years experience as mentioned in the Tender Document (Attached Proof)	Attach photo copy	
Annexure 6.5	Whether Agency stands blacklisted by any of the Department/Organization as on the date of tender (attach undertaking on the letter Head of the Firm duly signed and stamped)	Attach photo copy	
Annexure 6.6	Details of Bank Account a) Name of the Beneficiary: b) Name of the Bank and Branch: c) Account Number: d) IFSC Code: (Attached Proof- Self cancelled cheque)	Attach photo copy	
Annexure 6.7	Self Certified copy for turnover as per clause 4.1.6 for FY 2018-19,2019- 20,2020-21, 2021-22, and 2022-23 (audited or provisional)	Attach photo copy	
Annexure 6.8	Income tax returns of last three years FY (2020-21, 2021-22, and 2022-23)	Attach photo copy	

Annexure 6.1.1	Particulars of Firm						Details	Page No.	
Annexure 6.1.9	Chartered Accountant firm should be registered with Institute of Chartered Accountants of India						Attach photo copy		
6.1.10	Details of CAs with the firm								
S.No	Name	Member ship No.	Qualific ation	Designation Partner/Empl oyee	Date of Joining	1			2
1						2			3
2						3			4
3						4			
4									
6.1.11	Details of Experience of firm								
S.No	Year of Contract	Name of Organization	Period	1	2	3			4
1				2	3	4			
2				3	4				
3									
4									

This is to certify that I/We have carefully read the contents of the Tender Document and fully understood all the terms and conditions therein and undertake myself/ ourselves to abide by the same.

Signature of Tenderer.....
Name of the Signatory
Name of the CA Firm/ Agency
Seal of the CA Firm/Agency.....

7 Financial Bid

NIT NO. 22/CA/MPB/2024

Dated : 02.09.2024

Name of Work :- Hiring of Services of Chartered Accountant Firm for M.P. Bhawan Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021

S. No.	Description	Annual Professional Fees. Amount to be quoted in (Rs.) excluding GST charges	GST at applicable (Rate to be quoted)		Total Amount Quoted (Inclusive of GST)	
			(A)	(B)	(C)	(D) (A+C=D)
			Percentage	Amount in Rupees	Amount in figs	Amount in words
1.	All Inclusive Yearly Professional Fees for Hiring of Services of Chartered Accountant Firm at Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021					

➤ **Note :-** L-1 will be decided on the basis of lowest amount quoted in column D.

Signature of Tenderer/CA firm _____

Name of the Signatory _____

Name of the Firm/ Agency _____

Seal of the Firm/Agency _____

FORM-III

CONTRACT NODATED

THIS CONTRACT is made on between the Resident Commissioner, Government of Madhya Pradesh (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 of the One Part,
AND

M/s having its registered office at (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part Hiring of Services of Chartered Accountant Firm of M.P. Bhawan, at Chanankypuri, New Delhi to Client.

NOW THIS CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through online tender, vide Notice Inviting Tender dated..... Hiring of Services of Chartered Accountant Firm for M.P. Bhawan at Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 its office under Tender No
- II. AND WHEREAS the Contractor submitted his bid videin accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of[RupeesOnly].
- IV. AND WHEREAS the Client desires that the CA firm in respect of M.P. Bhawan, at Chanankypuri, New Delhi (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties Hiring of Services of Chartered Accountant Firm of M.P. Bhawan, at Chanankypuri, New Delh of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents to Hiring of Services of Chartered Accountant Firm for M.P. Bhawan, at Chanankypuri, New Delh in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of GST with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST Charged in the said bill

IX. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Contract (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract. This contract shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Corrigendum/Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract till date. (Performance Bank Guarantee)
 - (f) Financial Bid to this Article of Agreement
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary contract shall be binding on both the parties and shall form the part of this contract.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor/Bidder

Signed on Behalf of
Governor of Madhya Pradesh

(Authorised Signatory)

(Authorised Signatory)

Witness :-

1.

2.

FORM-IV
 PERFORMANCE BANK GUARANTEE
 (To be executed on non Judicial stamped paper of ₹ 100/-)

Date: .

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to

Guarantee Expiry Date :

Last date of Lodgment:

WHEREAS Office of the Resident Commissioner, Government of Madhya Pradesh having its office presently at Madhya Pradesh Bhawan, Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 (hereinafter referred to as "Client" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LoA)] ("**Contract**") with [insert name of the Successful Bidders].....(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and Hiring of Services of Chartered Accountant Firm for M.P. Bhawan premises at Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 as described in the scope of work " shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents]

..... and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the MP Bhawan Authority a Performance Bank Guarantee from a Scheduled commercial bank in India having a branch at New Delhi for an amount Rs. 6,000/- (Six Thousand Only) (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "**Bank**") having its registered office at [insert the address]

..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the MP Bhawan Authorities without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the MP Bhawan Authorities stating that the amount claimed is due to the MP Bhawan Authorities under the Contract. Any such demand made on the Bank by the MP Bhawan Authorities shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the MP Bhawan Authorities in such Demand. The MP Bhawan Authorities shall have the right to make an unlimited number of Demands under this bank guarantee provided

that the aggregate of all sums paid to the Client by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the MP Bhawan Authorities shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].
- (iii) Client will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Client under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Client to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the CA firm and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and! or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Client in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Client under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Client, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date: Bank Corporate Seal of the Bank By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

Letter of Acceptance (LoA)

To,
M/s.
.....
.....

Sub: Letter of Award for Hiring of Services of Chartered Accountant Firm for M.P. Bhawan premises at Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi (NIT No. 22/CA/MPB/2024 dated 02/09/2024)

Dear Sir,

With reference to above tender submitted by you, we are pleased to inform you that competent authority has accepted your offer for the above work of " Hiring of Services of Chartered Accountant Firm for M.P. Bhawan at Plot No. 29C-D, Jesus & Mary Marg, Chanakyapuri New Delhi 110021 for an amount of Rs...../- (Rupees only) including GST as per terms and condition for the tender documents and rate quoted by you. TIME SCHEDULE: The work shall be completed within a time of Three year (Contract may be renewed for another one year with mutual consent of both the parties subject to satisfactory performance) from the date of start of the work which shall be reckoned on 7th day of issue this letter.

CONTRACT AGREEMENT: You shall enter into a formal agreement with M.P. Bhawan, on a non judicial stamp paper of an appropriate value, within a period of 07 days from the date of issue of LOA as per clause 4.5.1 you are requested to submit non judicial stamp paper of Rs. 100/- within 7 days for preparation of contract agreement.

PERFORMANCE GURANTEE: You shall submit to M.P. Bhawan a performance bank guarantee/ Fixed Deposit amount to Rs. 6,000/- (Six Thousand Only) from scheduled commercial Bank within 7 days of issue of this LOA.

JURISDICTION OF CONTRACT: This law applicable in the contract shall be the laws in force in India. The courts of Delhi alone shall have exclusive jurisdiction in all matters arise under this contract.

You may contact to Smt. Neeru Sharma, Joint Commissioner Ph. No. 011-26772115, Mobile No. 9716844444 & Sh. Uttam Singh, Section Officer (Section Officer) Ph. No. 011.-26772116 Mobile No. 93139543698 Mobile No. for further instruction of the above referred work.

The letter of Acceptance is being sent to you in duplicate, both copies are to be signed and stamped by the authorized signatory of the Company/Firm and is to be returned to this office in token of your acceptance and confirmation, in full.

Kindly note that this letter of Acceptant will constitute a binding contract between us pending execution of formal agreement. Your letters as well as this office letters referred above shall be form part of the contract.

Addl. Resident Commissioner
M.P. Bhawan, New Delhi