

**OFFICE OF THE RESIDENT COMMISSIONER
GOVT. OF MADHYA PRADESH M.P. BHAWAN,
CHANAKYAPURI, NEW DELHI - 110021**

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 **To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work** from eligible experienced government registered valuer.

S. No.	Name of the work	Probable Amount of Contract	Cost of tender documents (non refundable)	Earnest Money Deposit (EMD)	Contract Period
1	To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work	Rs. 5,00,000/-	Rs. 500/-	Rs. 10,000/-	30 days.

1 Submission of Tender Documents:

- 1.1 Online tenders for Tender To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work in single stage two envelope systems (Technical bid & Financial bid through online e-Tendering) in the prescribed proforma from interested parties/ Registered Firms/ Registered Companies/ Reputed Organizations/ Agencies for period of 30 days from the date of work order.
- 1.2 Detailed job descriptions is made 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 of submission of online Technical Bid is 18/01/2023, up to 3.00 PM and the same will be opened in the presence of such bidder who may wish to be present in the office Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bardoloi Marg, Chanakyapuri, New Delhi. on 19/01/2023 at 3.00 PM.
- 1.5 The online financial bid to be submitted online through e-tendering process till 03:00 PM on 18/01/2023 on website: www.mptenders.gov.in, In no case financial bids would be received and accepted on 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 24/01/2023 at 03:00 P.M.
- 1.6 Technical bid must be submitted in single stage two envelope systems, Technical bid 1st for subscribing To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya

Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work 2nd for online e-payment receipt of EMD ₹ 10,000/- (to be paid online)

- 1.7 Performance/Security deposit shall be Rs. 25,000/-
- 1.8 A pre-bid conference will be held on 04/01/2023 at 03.00 PM in the conference hall of Madhya Pradesh Bhawan, 2 Lokpriya Gopinath Bardoloi Marg, Chanakyapuri, New Delhi -110021
- 1.9 For any information, contact person for clarification Shri Neeraj Lal, (Asstt. Engineer) Tele. No.011-42340142 and by Email id- aempbhawan@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
International Bidders are requested to prefix 91 as country code**

**OFFICE OF THE RESIDENT COMMISSIONER
GOVT. OF MADHYA PRADESH M.P. BHAWAN,
CHANAKYAPURI, NEW DELHI - 110021**

DETAILED NOTICE INVITING TENDERS

NIT NO. 14/DEC/MPB/2022

Date: 28/12/2022

Cost of Tender form	: ₹ 500/- to be paid online (non refundable)
Date of sale of Tender Form	: 28/12/2022 to 18/01/2023
Date of submission of Tender	: 18/01/2023 up to 3.00 PM
Date of opening of Technical Bid	: 19/01/2023 up to 3.00 PM
Date of opening of Financial Bid	: 24/01/2023 up to 3.00 PM

- 1.1 Online e-tenders are invited on prescribed form in single stage two envelope systems 1st containing Technical Bid and 2nd containing Financial bid **To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work** on the terms & condition. Tenders can be downloaded from web site www.mptenders.gov.in and submitted with cost of Tender form (₹ 500.00) to be paid online.

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|----|--------------------------------|---|---|
| 1. | Name of work | : | To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work |
| 2. | Probable Amount of Contract | : | ₹ 5,00,000/- |
| 3. | Amount of Earnest Money | : | ₹ 10,000/- (to be paid online) |
| 4. | Amount of security deposit/PBG | : | ₹ 25,000/- |
| 5. | Period | : | 30 Days from the date of work order |
| 6. | Rates | : | Amount to be quoted in Financial Bid (Annexure-B) |

- 1.2 Not more than one tender shall be submitted by a contractor or by a firm of contractors.

- 1.3 No two or more concern 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.

- 1.4 The **Resident Commissioner, M.P. Bhawan, New Delhi** shall be accepting officer here in after referred to as such for the purpose of this contract.
- 1.5 The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 1.6 Conditional tender, Tender without cost of tender form & EMD will not be accepted.
- 1.7 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
- 1.8 All disputed 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 determine the same

2 RATES:

- 2.1 The schedule of items : -
The schedule of main items of work to be executed as per memorandum of Financial Bid.
- 2.2 Annexure - (A) Technical Bid .
- 2.3 Rate to be quoted in Annexure- (B) Financial Bid

3 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.

4 BID EVALUATION CRITERIA:- single stage two envelope systems

- a) Online Technical Bids shall be evaluated by a Tender Evaluating Committee based on the available documents submitted by the tenderer.
- b) The online Financial Bid of those bidders who are found eligible in Technical Bids shall be opened on 24/01/2023 at **MP Bhawan, Bardoli Marg Chanakyapuri, New Delhi** in the presence of bidders who choose to be present.
- c) M.P. Bhawan Authority reserves to seek confirmation / clarification on the supporting documents submitted by the tenderer.
- d) Financial Bid shall be evaluated based on low cost system.

5 Pre-Bid Conference:

A Pre-Bid conference will be held in the Conference Room, M.P. Bhawan on 04.01.2023, 03.00 PM to discuss various issues relating to the tender. Interested bidders may make it convenient to attend the same. If need be, the bidders may visit the actual site of M.P. Bhawan, New Delhi.

- 6 The Resident Commissioner M.P.Bhawan New Delhi may, at his/her discretion, extend the deadline for submission of bids, amending the Tender Documents, date of tender opening and change any other condition of the tender documents in which case, all the rights and obligations of the Competent Authority and Bidders thereafter are subject to the deadline as extended.

7 Corrupt & Fraudulent Practices

The Resident Commissioner requires that bidders under this contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, the Resident Commissioner:

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
 - ii. “Fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to establish bid prices as artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of contract, if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare an Applicant/ Bidder ineligible, either indefinitely or for a stated period of time, for award of contract/ contracts, if it at any time it is found that the Applicant/ Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

8 Forfeiture of the EMD

- 8.1 In case the successful Bidder backs out and/or fails to take up the job under the Contract, the amount of EMD may be forfeited by the Competent Authority.
- 8.2 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 Earnest Money deposited by the agency shall stand forfeited to the Government of Madhya Pradesh without prejudice to its other rights and remedies.
- 8.3. If the successful Bidder does not pay the Security Deposit or Performance 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) at the rate of L-1 bidder available at risk and costs of original successful bidder which may be recovered by following the legal remedies available to the Competent Authority. In deciding the selection of Contractor for the services, great emphasis will be put on the ability and competency of Contractor to provide high quality services according to the time schedule to be indicated by a Competent Authority.

- 9 Performance/Security deposit shall be Rs. 25,000/- (Twenty Five Thousand Only) in the form of Bank Guarantee / Fixed Deposit 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.

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

TERMS & CONDITIONS OF CONTRACT

Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) Approved means approved by competent authority in writing.
- b) Applicable Law means the laws and any other instruments having the force of law in India.
- c) Valuer mean any private or public entity that will provide the Services to M.P. Bhawan, under the Contract.
- d) Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between M.P. Bhawan, and the contractor, together with the documents referred to therein including these conditions, the specifications, basic drawings and instructions Issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- e) Contract Price means the price to be paid for the performance of the Services, in accordance with approved financial bid.
- f) Competent Authority means the Officer designated by M.P. Bhawan.
- g) In writing means communicated by e-mail. The M. P. Bhawan e-mail will be aempbhawan@mp.gov.in as mention in NIT of the tender document.
- h) Language means all documents and correspondence in respect of this contract shall be in English Language.
- i) Letter of Acceptance (LOA) shall mean M.P. Bhawan, letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein..
- j) M.P. Bhawan, shall means M.P. Bhawan, Govt. of Madhaya Pradesh, New Delhi with it office at 2 Lokpriya, Gopinath Bardoloi Marg, Chanakyapuri, New Delhi, 110021 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf,

- k) **Owner/Client** means the Resident Commissioner Govt. of Madhya Pradesh, M.P. Bhawan, New Delhi
- l) Site shall mean the site of Premises of M.P. Bhawan, Chanakyapuri, New Delhi for the contract works including any building and election thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by M.P. Bhawan or the Engineer for the contract's use.
- m) Services means the work to be performed by the Valuer pursuant to this Contract, as described in Bid Document.
- n) Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- o) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities,
- p) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

1. Eligibility Criteria

- 1.1 Should be a registered company, a partnership firm or proprietor firm having at least 05 years of experience in valuation.
(Company/ Partnership firm registration/GST registered proprietor and work orders can be submitted in this regard)
- 1.2 Should have at least Annual average turnover of Rs. 20 Lacs or above in any 3 years during last 5 financial years. (Certified copy of Chartered Accountant can be submitted in this regard)
- 1.3 Lead valuer should be a Govt. Registered Valuer.
- 1.4 Should have successfully completed at least 3 such similar works with any central/state government organization in Delhi. during last 5 years.

Similar work shall mean salvage value estimation of dismantle/ demolished material, cost of demolition in respect of existing structures on site for a redevelopment project of Govt. of India in Delhi NCR with having at least one such work of amount 75% or above of tender price.

(Relevant documents i.e. copy of work order & received successful payment/transaction details or completion certificate to be submitted along with bid as documentary proof.)

- 1.5 Should have a valid PAN Card and GST registration. (Photocopy of PAN card and GST certificate can be submitted in this regard)
- 1.6 Income Tax Return of last 3 years.

2. Scope of Work :-

Govt. of M.P. intends to dismantle and dispose off its property "M.P. Bhawan" situated at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 with all existing serviceable and unserviceable materials including all civil, mechanical, plumbing materials, electrical/ electronic equipments, CCTV cameras and other related items, furnitures and furnishings, utensils, crockery, cutlery and Kitchen equipments, Antenna Towers etc.

2.1 Following major structures are existing within the premises of MP Bhawan at 2 Lokpriya Gopinath Bardoloi Marg Chanakyapuri New Delhi:-

S.No.	Particulars	Year of Construction	Total Built up Area (in sqm.) Approx
1	Old Block MP Bhawan	1965	2740 sqm.
2	Extension Block + 1 Antena Tower	1989	1278.38 sqm.
3	Staff Qtrs block. + 3 Antena Tower	1989	1101.68 sqm.
4	Other structure within the premises of M.P. Bhawan	-	-

2.2 The above details are indicative and not exhaustive for valuation. Valuer is advised to visit the M.P. Bhawan premises and asses the exact detail of the buildings, serviceable and unserviceable materials including all civil, mechanical, plumbing materials, electrical/ electronic equipments, CCTV cameras and other related items, furnitures and furnishings, utensils, crockery, cutlery and Kitchen equipments, Antenna Towers etc.

2.3 A separate valuation of 04 Antenna Towers with 04 shelters, 02 Generators and other related equipments (A.C., Panels, cable etc.) is also included in the scope of work.

2.4 **Building work, prefab structures, gates, cabin and compound wall etc. :-**

Inventory, and valuation report shall be prepared separately in the form of Dismantling of Structures, Deposition of Salvage value of the materials obtained from dismantling and Disposal/ transportation of malba/ debris etc by mechanical means from M.P. Bhawan to recycling plant of MCD including loading and unloading at site and plant. The details of servicable and non servicable material shall be furnished separately.

2.5 **Antenna Towers - 04 nos, Generator and other related equipment:-**

Inventory and valuation report prepared separately in the form of salvage value and dismantling of 4 Antenna Tower, 2 Generators, 4 shelters, ACs, panels cables and other related equipments etc complete. The details of serviceable and non serviceable material shall be furnished separately.

2.6 Housekeeping and Miscellaneous items

Inventory and valuation report prepared separately on exact details of serviceable and non serviceable items in the form of furniture, furnishings, Mattresses, Almirah, Wall paintings, Crockery, Cutlery, Utensils, Kitchen equipments, Kitchen chimney, horticulture (plants materials) & equipments and other related items etc complete.

2.7 Civil, Electrical and Mechanical items

Inventory and valuation report shall be prepared separately on exact details of serviceable and unserviceable items, electrical lines, fittings, fixtures, equipments, cables, DG Sets, Transformers, A.C. Plant, Lifts, Geysers, Room Heaters, Water coolers, R.O System, Pressure Pumps, Monoblock pumps, Submersible Pumps, Ceiling/Exhaust fans, Air fresheners, Electrical Panel and other related items etc. complete.

2.8 Electronics items

Inventory and valuation report shall be prepared separately on exact details of serviceable and unserviceable items in the form of TVs, CCTV cameras, computers, printers, photocopier machines. AV systems & Other related items etc complete

2.9 Any other miscellaneous items

Inventory and valuation report shall be prepared separately on exact details of serviceable & unserviceable materials in form of Fire Fighting Systems, Telephone system, Tata Sky Disc, Cables, Set-top boxes, Water treatment plant, PVC Water tanks, Hot water system (Boiler) & solar system, and other related items etc complete as per the instructions of competent authority.

2.10 The buildings mentioned as above in the table are indicative (not exhaustive) and the valuer is advised to visit the MP Bhawan premise/site and assess the exact details of the buildings before quoting his offer

2.11 The successful bidder shall assist in e-auction/online tender process to complete the assignment. Security deposit/PBG shall be released only after the completion of whole process of desired work.

3. Payment of Remuneration:

The payment shall be released after acceptance of final report by M.P. Bhawan. Statutory deduction(s) shall be made from the payment released to the agency. The payment(s) shall be made in Indian currency only.

4. Taxes

a) All taxes, income tax and any other leviable tax (except GST) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the Valuer in accordance with the applicable law shall be borne by the Valuer and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the Valuers and which shall not be reimbursed.

- b) The GST as applicable shall be reimbursed by M.P. Bhawan on actual production of receipt of deposit. However, Valuer 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.
- c) Any enhancement of taxes/duties (except GST) by the authorities/Government of India/State Government, during current period of this contract shall be borne by the Valuer only and which shall not be reimbursed by M.P. Bhawan.

5 Performance Security Deposit/ Bank Guarantee

- 5.1 For the due performance of the contract in accordance with the terms and conditions specified, the Valuer shall, on the day or before signing the contract which shall not be later than 7 (Seven) days of the issue of the Letter of Award, furnish performance security / Guarantee on the Performa of M.P. Bhawan, New Delhi from a Nationalized/Scheduled Bank of Delhi branch to the amount of Rs. 25,000/- or in the form of Fixed Deposit/Demand Draft/PBG of Nationalized/Scheduled Bank of Delhi branch 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 Valuer shall be returned to the Valuer after receipt of Performance Guarantee.
- 5.2 The Bank Guarantee shall be in favour of Addl. Resident Commissioner, M.P. Bhawan, New Delhi payable at New Delhi. The Bank Guarantee should be (in the prescribed format of M.P. Bhawan as per Section-4) issued from any Nationalized Bank /Scheduled Bank having branch at New Delhi.
- 5.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract.
- 5.4 The performance security will be discharged by M.P. Bhawan and returned to the Valuer after successful completion of valuer's assignment and submission of Final Report (as acceptable to M.P. Bhawan) and documents to M.P. Bhawan.
- 5.5 M.P. Bhawan reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the Valuer's failure to fulfill any of his contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 5.6 Should the stipulated time for completion of work, for whatever reason be extended, the Valuer, 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.

6. Completion period:

The overall completion period for the execution of this project from the date of commencement of work shall be 30 days as mentioned in NIT.

7. Commencement of Work:

The commencement of work will be considered within 7 office working days of issuance of LoA. The valuer and its employees shall be allowed entry into the premises through Gate Passes issued by M.P. Bhawan Authority and shall be restricted from 08:00 AM to 08:00 PM on working days only.

8. Compensation for Delay:

The time allowed for carrying out the work as specified in clause 6.0 shall strictly observed by the valuer and shall be deemed to be the essence of contract on the part of the valuer. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Valuer 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 Valuer falls to complete the work within the Contract period or extended period as above owing to reasons attributable to Valuer, liquidated damages @ 1% per day of the total fees subject to a maximum amount of Rs. 25,000/- (Security Amount) M.P. Bhawan shall be entitled to deduct such damages from the dues that may become payable to the Valuer.

9. Abandonment of Work:

- i) That if the Valuer abandon the work for any reason whatsoever or become Incapacitated from acting as Valuers as aforesaid, M.P. Bhawan make full use of all or any of the reports /documents prepared by the Valuers and pay such damages as may be assessed by M.P. Bhawan.
- ii) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, M.P. Bhawan shall give notice in writing to this effect to the Valuer and the Valuer shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

10. Termination:

M.P. Bhawan without any prejudice to its right against the Valuers 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 10 days notice in writing to the Valuers and in the event of such termination, the Valuers shall only be entitled to the work done by him up to the date of serving termination notice to him. The decision of the M.P. Bhawan with respect to the quantum of payment due in this regard shall be final & binding on the valuer. M.P. Bhawan may make full use of all or any of the reports/documents prepared by the Valuers.

11. Number of Reports etc. and Copyrights

The final report duly signed by the valuer is to be submitted in Five bound copies and also in electronic form (Pen Drive/ Soft Copy/Hard Disk) to M.P. Bhawan the price of which is deemed to be included in valuer's quoted price.

The Interim reports/documents submitted as well as Final report will become the property of M.P. Bhawan. The Reports cannot be issued to any other person, firm or authority or used by the Valuers for any other project. No copies of any Report or document shall be issued to anyone except M.P. Bhawan and authorized representative of M.P. Bhawan.

12. Determination or Rescission of Agreement:

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

- a) To determine or rescind the agreement
- b) To engage another Valuer(s) / 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-Valuer and debiting the Valuer(s) the excess amount if any so spent.

In case contract of Valuer is determined, the performance Guarantee of the Valuer shall stand forfeited. The decision of M.P. Bhawan in this regard shall be final and binding on the Valuer.

13. Responsibilities for Accuracy of Project Proposals

The Valuer shall be responsible for the accuracy of the technical / financial data collected and the documents /reports prepared by him as a part of the project. He shall indemnify M.P. Bhawan / Client against any inaccuracy in the work, which might surface out at the time of implementation of the project. In such an eventuality, the Valuer will be responsible to correct the Report including re-investigations etc. as required without any extra cost implication on M.P. Bhawan.

14. 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.

15. General:

- 1. All documents and reports shall be exclusive and confidential the property of M.P. Bhawan. It should not be shared with any other Individual/Party/Public domain.

16. SUSPENSION OF WORKS

- (a) The valuer shall, on receipt of the order in writing from the Competent Authority, suspend the progress of the works or any part thereof for such time and in such manner as the Competent Authority may consider necessary for any of the following reasons:
 - i) On account of any default on part of the valuer, or
 - ii) For not properly executing the works or part thereof, or
 - iii) If the work is partly or fully abandoned/suspended by M.P. Bhawan /clients for any reasonsThe valuer shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the competent authority.

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

**OFFICE OF THE RESIDENT COMMISSIONER
GOVT. OF MADHYA PRADESH, M.P. BHAWAN,
CHANAKYAPURI, NEW DELHI - 110021**

UNDERTAKING

Name of work;- To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work

- 16.1 I/We hereby tender To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work
- 16.2 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.
- 16.3 The Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand Only) is to be paid online as per the terms & conditions of the work.
- 16.4 I/We..... has not been blacklisted by any of the Department/ Organization
- 16.5 (iv) Performance/Security deposit shall be Rs. 25,000/- amount in the form of Demand Draft 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.

.....
Signature of Contractor before
Submission of tender

PROFORMA FOR TECHNICAL BID

Name of work : To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work

S.N.	Description	Details
1	Name of Firm / Agency	
2	Full Address of the Firm / Agency	
3	Email ID	
4	Mobile No./Phone No. of the Firm	
5	Constitution of the Firm (Attached Copy)	
6	PAN no. of the Firm /Agency (Attached Copy)	
7	GST No. of the Firm / Agency (Attached Copy)	
8	Details of tender cost Rs. 500/- to be paid online (Attached proof)	
9	Details of EMD Rs.10,000/- to be paid online (Attached proof)	
10	Experience as mentioned in the Tender Document (Attached Proof)	
11	Whether Agency has been blacklisted by any of the Department/Organization (attach undertaking on the letter Head of the Firm duly signed and stamped)	
12	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)	
13	Certified copy of Chartered Accountant for turnover as per clause 1.2 for FY 2017-18,2018-19,2019-20, 2020-21, and 2021-22 (audited or provisional)	
14	Income tax returns of last three years	

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 Firm/ Agency _____
 Seal of the Firm/Agency _____

Annexure - B

Financial Bid

NIT NO. 14/DEC/MPB/2022

Dated : 28.12.2022

NAME OF WORK :- To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work

S.No.	Description	Lump Sum Valuation fee to be quoted excluding GST charges	
		Rs. (In Fig)	Rs. (In words)
1.	To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work		

Signature of Tenderer/Valuer _____

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, 2 Lokpriya Gopinath Bardoloi Marg, Chanakyapuri, New Delhi 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 To undertake the Valuation in respect of Valuation of M.P. Bhawan, at Chanankyapuri, New Delhi to Client.

NOW THIS CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work its office under Tender No
- II. AND WHEREAS the Contractor submitted his bid vide in 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[Rupees Only].
- IV. AND WHEREAS the Client desires that the Valuation in respect of M.P. Bhawan, at Chanankyapuri, 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 to undertake the Valuation in respect of Valuation of M.P. Bhawan, at Chanankyapuri, 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 undertake the Valuation in respect of Valuation of M.P. Bhawan, at Chanankyapuri, 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/ Fixed Deposit)
 - (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

Signed on Behalf of
Governor of Madhya Pradesh

(Authorised Signatory)

(Authorised Signatory)

Witness :-

1.

2.

SECTION –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, 2, Lokpriya Gopinath Bardoloi Marg, Chanakyapuri, New Delhi – 110021 (hereinafter referred to as "The M.P.Bhawan Authority " 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 To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi 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 Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount Rs. 25,000/- (Twenty Five Thousand) (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 MP Bhawan Authorities 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) The MP Bhawan Authorities 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 MP Bhawan Authority 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 MP Bhawan Authorities 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 Contractor 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 MP Bhawan Authorities 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 MP Bhawan Authorities 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 MP Bhawan Authorities, 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.

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Sub: Letter of Award for work To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work (NIT No. 14/DEC/MPB/2022 dated 28/12/2022)

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 " To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work for an amount of Rs...../- (Rupees only) excluding 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 30 (Thirty) days for from the date of start of the work which shall be reckoned on 3rd day of issue this letter. You shall submit detail work completion schedule within 5 days of issue of this LOA which shall form part of contract agreement.

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 10 days from the date of issue of LOA. You are requested to submit non judicial stamp paper of Rs. 100/- each 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. 25,000/- (Twenty Five Thousand Only) from any Nationalized Bank or any Approved scheduled 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 Shri Neeraj Lal, (Asstt. Engineer,) Mobile No. 9313280984 and Shri, P.K. Rath (House Manager) Mobile No. 9313280983 for further instruction of the above referred work.

The letter of Acceptance is being sent to you in duplicate, Duplicate copy is 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

To,

M/s.
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LETTER OF INTENT

Sub: - To undertake the Valuation in respect of M.P. Bhawan premises at 2 Lokpriya Gopinath Bordoloi Marg, Chanakyapuri, New Delhi - 110021 as described in the scope of work

Ref: 1. Tender Notice No. 14/DEC/MPB/2022 dated 28/12/2022
2. Technical bid opened on/...../20.....
3. Financial bid opened on/...../20.....

Dear Sir,

We are pleased to inform you that your offer for the work in subject matter has been accepted by the competent authority as per the terms and conditions of the tender documents referred above. The broad terms and conditions are as detailed below:-

1	Valuation fee excluding GST	Rs. (Rupeesonly)
2	Completion Period	30 days
3	Performance Guarantee	Rs 25,000/-, to be submitted in the form of BG/ FD within 7 working days from the date of issue of this letter of intent

All other terms and references as entered in the tender document shall be applicable document shall be applicable for this work being awarded, to you.

You shall enter into a formal Agreement with M.P. Bhawan, New Delhi on non- Judicial stamp paper. Performance Guarantee and Non-Judicial stamp paper of Rs. 100.00 are required to be submitted by you to this office for entering into formal agreement with M.P. Bhawan.

You are requested to contact Sh. Neeraj Lal, Asstt. Engineer, M.P. Bhawan for this work at the following address.

M.P. Bhawan,
2 Lokpriya , Gopinath, Bardoloi Marg,
Chanakyapuri, New Delhi, 110021

We are enclosing one additional copy of this LOI, which is to be signed and stamped by your authorized representative. One copy may be returned to this office as a token of your acceptance.

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