



**Devasthan Managment Committee,
Western Maharashtra, Kolhapur.**

**DEVASTHAN MANAGEMEENT COMMITTE, WESTERN
MAHARASHTRA, KOLHAPUR**

2402/2 A Ward Apana Bank Building Shivaji Peth Kolhapur
0231-2626147/2626750

**NOTICE INVITING QUOTATIONS FROM REGISTERED
VALUERS FOR VALUATION OF DEVASTHAN
MANAGEMEENT COMMITTEE, WESTERN
MAHARASHTRA KOLHAPUR OFFICE**

MARCH - 2022.

DISCLAIMER -

Devasthan Management committee, Western Maharashtra, Kolhapur has prepared this document to give interested Govt. approved / Registered Valuers background information on the Project. The DMCWМК has taken due care in the preparation of the information contained herein and believe it to be accurate and the DMCWМК or any of its authorities or agencies nor any of their respective officers, employees or advisors gives any warranty or make any representation, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own confirmations, inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting the quotation. The information is provided on the basis that it is no binding on DMCWМК or any of its authorities or agencies or any of their respective officers, employees or advisors.

DMCWМК reserves the right not to proceed with the works or to change the configuration of the work or to alter the timetable reflected in this document or to change the process or procedure to be applied.

DMCWМК also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

DMCWМК reserves the right to reject any or all proposals without assigning any reasons therefor.

**Secretary,
Devasthan Management Committee,
Western Maharashtra, Kolhapur**

DMCWKM intends to prepare the valuation of Office building of the DMCWKM as per the current market rates in order to do the insurance of the buildings.

The quotations are invited from eligible Govt. approved / Registered Valuers for offering their services for the said work.

Interested firms / bidders having experience in doing the valuation and its related works are hereby invited to submit their "QUOTATION" as per the prescribed manner to the Secretary, DMCWKM.

The quotation document containing the prescribed scope of work, qualification criteria etc. are available on DMCWKM Website: www.mahalaxmikolhapur.com

Notice Inviting Quotations –



DEVASTHAN MANAGEMENT COMMITTEE WESTERN MAHARASHTRA, KOLHAPUR

(Govt. of Maharashtra, Law & Judiciary Department)
2402 A Ward, Apna Bank Building (Ground Floor), Shivaji Peth, Kolhapur
Phone. No. 0231-2626147 Fax - 0231-2626750
E-Mail - dmckolhapur@gmail.com Visit - www.mahalaxmikolhapur.com

No. Dev. OW 595/2022

Date: 24/03/2022

NOTICE INVITING QUOTATIONS

The competent Govt. approved / Registered Valuers fulfilling the prescribed Minimum Qualifying Criteria are invited to submit their Quotation for Providing Comprehensive Consultancy Services for the following work.

| | | |
|----|--|--|
| 1) | Name of Work: | Valuation of DMCWKM office |
| 2) | Quotation document download period | From 25/03/2022 to 30/03/2022 Up to 05:00 pm |
| 3) | Last date of submission of sealed quotation: | Upto 05:00 pm on 30/03/2022 at DMCWKM Office |
| 4) | Blank quotations forms available for download on DMCWKM website: | www.mahalaxmikolhapur.com |

Blank quotations forms can be downloaded from website: www.mahalaxmikolhapur.com and sealed quotations shall be submitted to the Inward Section of DMCWKM, during office hours on working days, excluding Sundays.

DMCWKM reserves the right to reject any or all proposals without assigning any reasons therefor.

Sd/-
Secretary,
Devasthan Management Committee,
Western Maharashtra, Kolhapur

Minimum Qualifying Criteria :

1. Educational Qualification:

- i. The applicant / valuer own and if partnership firm must be registered u/s 34 AB of the Wealth Tax Act.
- ii. The applicant shall be registered with Department of Revenue and Insurance, New Delhi. The copy of registration shall be submitted.
- iii. Applicant shall be registered with Income Tax Department.
- iv. The Applicant shall be registered with GST registration. The copy of the same shall be submitted.
- v. DMCWMK reserves the right to reject any or all proposals without assigning any reasons therefor.

The applicant must submit the attested copies of aforesaid documents along with Quotation

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DEFINITIONS -

“Applicant” means a reputed Govt. approved / Registered Valuers having the requisite experience who has downloaded the Quotation document from the website: www.mahalaxmikolhapur.com and applied for the same.

“Application” means the quotation submitted by an Applicant interested in the work in the prescribed formant.

“DMCWMK / Client / Owner” means Devasthan management Committee, Western Maharashtra, Kolhapur.

INSTRUCTIONS TO APPLICANTS -

1) BACKGROUND & PURPOSE :

Devasthan Management Committee, Western Maharashtra, Kolhapur, hereinafter referred to as 'the DMCWMK'.

The DMCWMK is desirous to appoint Govt. approved / Registered Valuers for providing valuation services to be carried out for its office building and premises.

2) TIME SCHEDULE : 10 Days from the issue of LOA.

3) Manner of Submission :

Quotation has to be submitted as per the notice inviting quotations and minimum qualifying criteria as mentioned above. Sealed quotation shall contain the documents as specified above, and as per Minimum Qualifying Criteria. The bidder shall quote their rates / percentages as per Fees Structure at the appropriate place mentioned in the quotation document or on his letter head along with the quotation document as per the FEES STRUCTURE mentioned in the document. The bidder shall not quote his offer anywhere directly or indirectly. The bidder shall quote for the work as per details given in the main tender and also based on the detailed set of conditions and additional stipulations made by the DMCWMK.

This quotation shall be unconditional. Conditional quotations will be summarily rejected. If any alterations are made by the bidders in the quotation document, it will be liable for rejection.

The bidders should ensure that their sealed quotation is received by the DMCWMK before the expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender.

Opening of Quotation :

The sealed quotation documents will be opened at a place and on date and time to be decided later.

Envelope of the quotation will be opened to verify its contents as per requirements. If any of the contents contained in this envelope do not meet the requirement of DMCWMK as per the minimum qualifying criteria, a note will be recorded accordingly by the quotation / tender opening authority and Commercial Bid of the said bidder will not be considered.

DMCWMK however reserves the right to reject any or all the quotation without assigning any reasons whatsoever.

The bidder if firm or company, shall in their forwarding letter mention the names of all the partners of the firms or directors/ members of the company (as case may be) and name of the person/ partners/ directors who holds the power of

attorney if any, authorizing him to conduct business transaction on behalf of the bidder.

4) CONFLICT OF INTEREST :

- a) Applicants shall not have a conflict of interest. All applicants found to have a conflict of interest as mentioned below will be disqualified.
- b) The selected applicants shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from stream down supply of goods or construction or works of purchase of any asset or provision of any other service related to assignment other than a continuation of the services under the contract.
- c) The selected applicants shall not engage in any assignment that would be in conflict of interest with their current obligations to the same or other clients.
- d) The selected applicants (including their personnel, agents and/ or sub consultants) that have a business or family relationship with such members of the DMCWMK staff who are directly or indirectly involved in the project will not be awarded the contract.

5) CORRUPT OR FRAUDULENT PRACTICES :

DMCWMK requires that applicants under this contract observe the highest standard of ethics during the period of consultancy.

In pursuance of this polity, DMCWMK defines for the purpose of these provisions, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public, and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of Employer, and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- c) Will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d) Will declare a Applicant / Bidder ineligible either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time determines that the Applicant / Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

2) AMENDMENT OF DOCUMENT :

At any time prior to the deadline for submission of applications, The DMCWMK either on its own or on request of the applicant may amend the quotation document by issuing addenda.

An addendum issued under the sub clause shall be part of the quotation document and shall be posted at the website of DMCWMK.

To give Applicants reasonable time to take an addendum into account in preparing their applications, DMCWMK may at its discretion, extend the deadline for the submission of applications.

3) LANGUAGE OF APPLICATION :

The language of the application as well as the supporting documents shall be in English.

4) FILLING OF APPLICATION FORMS :

All information called for in the minimum qualifying criteria should be furnished. The applicants are cautioned that not giving complete information or not giving it in clear terms or making any change or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram or telex and those received late will not be entertained.

The applicant may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Superfluous information need not be furnished and no information shall be entertained after submission of Quotation document unless specifically called for.

Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render the firm liable to be debarred from taking up the project consultancy.

The applicant should submit a checklist as per the form provided along with the application.

5) DEADLINE AND ADDRESS FOR SUBMISSION OF TECHNICAL DOCUMENTS :

Quotation shall be submitted in office of DMCWMK.

The DMCWMK may at its discretion, extend the deadline for the submission of Applications, in which case all rights and obligations of DMCWMK and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

6) CLARIFICATIONS :

a) The applicants shall be evaluated on the basis of supporting documents submitted by them. DMCWMK shall not be under any obligation to seek any further information or clarifications.

b) Without prejudice to Clause above, in order to assist in the evolution of applications may, at DMCWMK its sole discretion, ask any Applicant for any clarification on its Application which shall be submitted within a stated

reasonable period of time. Any request for clarification and all clarifications shall be in writing.

- c) If an applicant does not provide clarifications requested by the date and time set in DMCWMK's request for clarifications, its Application is liable to be rejected.
- d) It is clarified that applicants shall not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted shall be disregarded. It is therefore essential to ensure that all questions are answered fully on the proforma or otherwise. The pages of the Quotation document and annexure and additional information if any submitted shall be numbered sequentially and signed. General responses such as "included in brochure" without specific item reference may be avoided.

7) RESPONSIVENESS OF APPLICANTS :

An application, which does not meet all the requirements of the quotation document, shall be rejected forthwith.

Applicants should note that this Quotation enquiry and Questionnaires is intended to provide preliminary information. The information contained herein shall not in any way be construed as binding on DMCWMK its agents, successors or assignees.

Applicants are advised that selection of consultants for this Project shall be entirely at the discretion of DMCWMK. Applicants shall be deemed to have understood and agreed that no explanation or justification of any aspect of the quotation process shall be given either by DMCWMK and that the result of the quotations process shall be without any right of appeal to the Applicants whatsoever.

All documents and other information submitted by an Applicant to DMCWMK shall become the property for DMCWMK; Applicants are to treat all information as strictly confidential. DMCWMK will not return any quotation document submitted to it by the applicants. DMCWMK shall notify successful Applicants after evaluation. It will not entertain any query or clarification from Applicants(s) who are not short listed in the quotation process.

8) WITHDRAWAL OF APPLICATIONS :

No modification or substitution of the submitted application shall be allowed. An Applicant may withdraw its Application after submission, provided that written notice of the withdrawal is received by DMCWMK before the due date for submission of Applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.

The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

9) RIGHT TO ACCEPT / REJECT ANY OR ALL APPLICATIONS :

DMCWMMK reserves the right to accept any or reject any or all applications and to annul the qualifications process at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons.

10) VALIDITY OF APPLICATIONS :

Application shall be valid for a period of 90 days from the last date of submission of Applications.

DMCWMMK retains the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their applications for a specified period. The applicant not submitting the letter or extension of the validity period at that time shall not be further considered.

11) JURISDICTION :

In case of any dispute between the parties, the jurisdiction shall vest at Kolhapur court only. Except the territorial jurisdiction of Kolhapur prescribed by law, no other court is having jurisdiction over the matter. All legal claims should be within the jurisdiction of Kolhapur Court.

12) TERMINATION:

Secretary DMCWMMK, if at any stage, on the basis of performance and compliance of terms and conditions of the contract by the consultant, finds that the appointed valuer has not performed satisfactorily, or if in his view, the consultant has failed to safeguard the interest of DMCWMMK, DMCWMMK may, terminate the valuer, after due consideration.

13) INDEMNIFICATION:

The Valuer shall defend, indemnify and hold harmless the DMCWMMK, its Officers, DMCWMMKees, Employees and other affiliates, from and against any and all damages, costs, liability and expenses whatsoever (including attorneys fees and related disbursements) incurred by reason of

- (a) any failure by valuer to perform any covenant or agreement of valuer set forth herein;
- (b) injury to or death of any person or any person or any damage to or loss of property which is due to the negligence and / or willful acts of consultants; or
- (c) any breach by consultant of any representation, warranty, covenant or agreement under this Agreement.

DMCWMMK shall have the right to offset against any fees due to the Valuer under this agreement, the amount of any indemnity to which the company is entitled for any damage, cost, liability, expense, fee or other disbursement, incurred by the company.

14) CODE OF CONDUCT FOR VALUERS:

The valuer appointed by the DMCWMK shall strictly adhere to the following code of conduct.

Integrity and Fairness -

1. A valuer Shall , of integrity and valuers in the conduct of his/its business, follow high standards fairness in all his / its dealing with his/its clients and other
2. A valuer shall maintain integrity by being honest, straight forward, and forthright in all professional relationships.
3. A valuer shall endeavour to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
5. A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care -

1. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
2. A valuer shall carryout professional services in accordance with the relevant technical and professional standards that may be specified from time to time.
3. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/ guidelines and techniques.
4. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/ its duty of care, except to the extent that the assumptions are based on statements of fact provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
5. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be relying on other valuers or professionals or for which the client can have a separate arrangement with other valuers.

Independence and Disclosure of Interest-

1. A valuer shall act with objectivity in his/its professional dealings by ensuring that his/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.
2. A valuer shall not take up an assignment if he/it or any of his/its relatives or associates is not independent in terms of association to the company.

3. A valuer shall maintain complete independence in his/ its professional relationships and shall conduct the valuation independent of external influences.
4. A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing unbiased services.
5. A valuer shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/ its association with the valuation, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.
6. A valuer shall not indulge in “mandate snatching” or offering “convenience valuations” in order to cater to a company or client’s needs.
7. As an independent valuer, the valuer shall not charge success fee (Success fees may be defined as a compensation / incentive paid to any third party for successful closure of transaction. In this case, approval of credit proposals). In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an unconnected transaction, the valuer shall declare the association with the company during the last 10 years.

Confidentiality-

A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his/its knowledge without proper and specific authority or unless there is a legal or professional right or duty to disclose.

Information Management -

A valuer shall ensure that he/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable a reasonable person to take a view on the appropriateness of his/its decisions and actions. A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorized by the authority, the registered valuers organization with which he/it is

A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organization with which he/it is registered, or any other statutory organization with which he/it is registered, or any other statutory regulatory body. A valuer while respecting the confidentiality of information acquired registered or any other statutory regulatory body.

during the course of performing professional services, shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.

15) Other Conditions and Declaration-cum-Undertaking –

In addition to the above eligibility criteria, the following are the other conditions to be fulfilled by applicant valuer:

1. The valuer shall act with independence, integrity and objectivity; shall undertake all valuation works entrusted to him/ it by the DMCWMK with an independent mind and shall not come under any influence of anybody.
2. The valuer shall not be related to any of the personnel in the department / division in the DMCWMK dealing with valuation work directly.
3. The valuer shall not undertake valuation of any properties that may be assigned to him/it by the DMCWMK from time to time in which he/ the firm/ the company/ any of the partners/ any of the directors/ any of his/ its employees have direct or indirect interest in the properties. Also, the valuer shall give a declaration of his having no such interest in the properties entrusted for valuation to him/it by the DMCWMK from time to time by incorporating the same in his /its Valuation Reports thereon.
4. The valuer shall complete the assignment of valuation and submit duly signed by lead valuers in case of Company Valuation Report on properties that shall be assigned to him/ it by the DMCWMK from time to time within the time frame stipulated by the DMCWMK /mutually agreed upon.
5. The valuer shall not conceal or suppress any material information and facts prejudicial to the interest of the DMCWMK and shall make a complete and full disclosure at the time of application for valuation, and should disclose immediately to the DMCWMK any such developments that may take place during the tenure of his/its appointment with the DMCWMK.
6. The valuer shall keep the DMCWMK informed immediately of any happenings or events that would make him/ it ineligible for appointment as valuer.

16) Deliverables -

Submission of 03 sets of hard copies of Valuation Report along with a soft copy.

17) APPROXIMATE AREA OF BUILDINGS:

| Sr. No. | Type of Structures | Built up Area |
|---------|--------------------|---------------|
| 01 | RCC Structures | 2335 Sq.Ft. |

18) FEES :

1. The bidder shall attach his financial proposal separately, indicating fees for providing services as a % of amount of valuation or a lumpsum amount, for which services are to be provided.
2. The bidder shall quote his fees separately, in the following format.

3. The structure of fee payable by the DMCWMK to valuers for valuation is as follows:

| Sr.No. | Asset Value | Amount of Fees | Unit |
|--------|-------------------------------------|----------------|--|
| 1 | Above Rs.1.0 Lac up to Rs.25 Lacs. | Rs. | Lumpsum per Building / Structure |
| 2 | Above Rs.25 Lacs up to Rs.50 Lacs | Rs. | Lumpsum per Building / Structure |
| 3 | Above Rs.50 Lacs up to Rs.1 Crore. | Rs. | Lumpsum per Building / Structure |
| 4 | Above Rs.1 Crore up to Rs.5 Crores. | Rs. | Per Rs. 1 Crore Value of the Building/ Structure |
| 5 | Above Rs.5 Crores. | Rs. | Per Rs. 1 Crore Value of the Building/ Structure |

4. The fees should be inclusive of all i.e. cost of personnel, travel, administrative, incidental, out of pocket expenses, consultants etc.
5. Schedule of fees shall be suggested by the bidder and the same will be finalized with modifications desired by the DMCWMK.
6. GST tax will be paid extra as applicable.
7. The fees will be paid after deduction of applicable taxes.
8. The financial proposal shall be valid for a period of 90 days from the date of submission of proposal and thereafter subject to confirmation in writing.

DMCWMK reserves the right to terminate the Services in case if it is observed that no proper services are rendered by Valuers as per mentioned in the Scope of Valuation Services.

DMCWMK also reserves the right to accept or reject any or all applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons therefor.

All the pages of the documents shall be duly signed by the bidder while submitting the document.

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