

Price Rs. 5000/-

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

F.1 (360) RJ/RERA/2024/2359

Dated: 18.11.2024

**Request for Proposal
For
Selection of
Forensic Auditor for Raj-RERA
For
Two years**

Mode of proposal Submission	Online though e-Procurement system at https://eproc.rajasthan.gov.in
Procuring Authority	Registrar, Rajasthan Real Estate Regulatory Authority
RFP Document Fee	Rs 5000/-
Pre Bid Conference	28.11.2024 at 12.00 Noon
Last Date & Time for Submission of First Stage Proposal	23.12.2024 at 02:00 PM
Date & Time of Opening of technical Proposal	23.12.2024 at 03:00 PM
Method of Procurement	Single Stage Two envelop system

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

2nd & 3rd Floor, RSIC Wing, Udhyog Bhawan, Tilak Marg

C-Scheme, Jaipur PIN-302005 (Raj.)

Website - <http://RAJRERA.rajasthan.gov.in>

Email: REGISTRAR.RERA@RAJASTHAN.GOV.IN

DISCLAIMER

Though adequate care has been taken while preparing the RFP Document yet the Bidders should satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of RFP Document/ Issue of the RFP Document, it shall be considered that the RFP Document is complete in all respects.

The information contained in this RFP and subsequently provided to the Bidders (henceforth referred to as “Bidder/s”) by RAJASTHAN REAL ESTATE REGULATORY AUTHORITY (henceforth referred to as “Raj-RERA” in this document) shall form an integral part of this RFP.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY (RAJRERA) reserves the right to modify, amend or supplement this RFP Document.

While this RFP Document has been prepared in good faith, neither Raj-RERA nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document, even if any loss or damage is caused by any act or omission on their part.

The issue of this RFP document does not imply that Raj-RERA is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and Raj-RERA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by Raj-RERA, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Raj-RERA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

This RFP is not an agreement or an offer by the Raj-RERA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.

This RFP may not be appropriate for all persons, and it is not possible for the Raj-RERA and its employees to consider the objectives, technical expertise and

particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Raj-RERA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Raj-RERA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Raj-RERA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

TABLE OF CONTENTS

CONTENTS

1.	NOTICE INVITING BIDS (NIB).....	7
2.	ABBREVIATIONS & DEFINITIONS	10
3.	ELIGIBILITY CRITERIA OF BIDDERS	12
4.	INSTRUCTION TO BIDDERS	15
1.	INTRODUCTION.....	15
2.	DUE DILIGENCE BY BIDDERS	16
3.	VALIDITY OF THE BID	16
4.	CONFLICT OF INTEREST	16
5.	CODE OF INTEGRITY.....	17
6.	BREACH OF CODE OF INTEGRITY BY THE BIDDERS	17
7.	SALE OF RFP DOCUMENTS	19
8.	CHANGES IN THE BIDDING DOCUMENT	19
9.	BRIEF DESCRIPTION OF THE BIDDING PROCESS	20
i.	Two Envelope Process	20
ii.	Envelope - 1: Technical Bids:	21
iii.	Envelope - 2: Commercial Bids.....	22
10.	COST & LANGUAGE OF BIDDING	22
11.	ALTERNATIVE/ MULTIPLE BIDS	22
12.	COST OF RFP DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE	22
13.	BID SECURITY	23
14.	PRE-BID CONFERENCE	24
15.	CORRESPONDENCE	24
16.	SUBMISSION OF BID.....	24
17.	DEADLINE FOR THE SUBMISSION OF BIDS	25
18.	WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS.....	26
19.	LATE BIDS.....	26
20.	OPENING OF BIDS	26
21.	SELECTION METHOD:	27
22.	CLARIFICATION OF BIDS	27
23.	EVALUATION & TABULATION OF TECHNICAL BIDS.....	27
24.	NON-MATERIAL NON-CONFORMITIES IN BIDS	28
25.	TECHNICAL EVALUATION CRITERIA	29
26.	TABULATION OF TECHNICAL BIDS.....	29
27.	EVALUATION & TABULATION OF FINANCIAL BIDS	29
28.	CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS	30

29.	COMMERCIAL BID EVALUATION CONSIDERATIONS	30
30.	EVALUATION MECHANISM.....	31
31.	NEGOTIATIONS	32
32.	EXCLUSION OF BIDS/ DISQUALIFICATION	33
33.	LACK OF COMPETITION	34
34.	ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT.....	34
35.	INFORMATION AND PUBLICATION OF AWARD	35
36.	Raj-RERA RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS	35
37.	RIGHT TO VARY QUANTITY.....	35
38.	PERFORMANCE SECURITY	36
39.	EXECUTION OF AGREEMENT.....	37
40.	CONFIDENTIALITY:	37
41.	CANCELLATION OF PROCUREMENT PROCESS	38
42.	COMMENCEMENT OF ASSIGNMENT	38
43.	PROPRIETARY DATA.....	39
44.	DURATION OF CONTRACT	39
45.	APPEALS	39
5.	SCOPE OF WORK	42
6.	TEAM COMPOSITION	46
7.	EVALUATION CRITERIA.....	48
8.	TERMS & CONDITIONS OF CONTRACT.....	51
1.	GENERAL TERMS	51
2.	PAYMENT TERMS.....	51
3.	FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT	51
4.	FORCE MAJEURE.....	53
5.	BLACKLISTING AND RECOVERY OF LOSSES:-.....	53
6.	JURISDICTION OF COURTS.....	53
9.	FRAUD AND CORRUPT PRACTICES.....	54
10.	UNDERSTANDING ABOUT RAJASTHAN REAL ESTATE REGULATORY AUTHORITY.....	56
ANNEXURE – II, FORM-I DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP 63		
ANNEXURE – II, FORM-II BIDDER'S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY OF THE BIDDER		
		64
Annexure – II, Form-III: Bidder's Organization and Experience		
		66
Annexure – II, Form-IV: Bidder's Financial Turnover		
		67
Annexure – II, Form-V: Experience of Forensic Team members associated with the Firm.....		
		68
Annexure – II, Form-VI: No. of Partner /staff/ audit staff Graduate and above		
		69

Annexure – II , Form-VII: Office Infrastructure	70
Annexure – II , Form-VIII: Description of Approach, Methodology and Work Plan for Performing the Assignment	71
Annexure – II , Form-IX:: Any other Information that Bidder would like to furnish.....	72
ANNEXURE-III -FORMAT OF AGREEMENT FOR FORENSIC AUDIT	73
Annexure-IV: FINANCIAL BID COVER LETTER & FORMAT	75
ANNEXURE-V: SELF-DECLARATION {to be filled by the bidder}	76
ANNEXURE-VI: BIDDER’S AUTHORIZATION CERTIFICATE	78
ANNEXURE –VII : FINANCIAL BID FORMAT	79
ANNEXURE-VIII: BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG).....	81
ANNEXURE –IX -ANNEXURE A TO ANNEXURE C	84

1. NOTICE INVITING BIDS (NIB)

- i. Rajasthan Real Estate Regulatory Authority (Raj-RERA) invites e-Tenders for “Selection of an agency for conducting forensic Audit of Real Estate Projects registered with Raj-RERA”. We hereby invite online technical proposal from prospective Bidders for engagement of their services for a period of two years from the date of LOA through this Request for Proposal (RFP).
- ii. The complete RFP document can be downloaded for online submission from the state e-procurement website **<https://eproc.rajasthan.gov.in>** and the interested Bidders will have to submit their technical proposal in electronic formats on this website with their digital signatures. The complete RFP document can also be seen on RAJ-RERA’s website **<http://RAJ-RERA.rajasthan.gov.in>** and state procurement portal **www.sppp.rajasthan.gov.in**.
- iii. Bidders who wish to participate in this bidding process must register on **<https://eproc.rajasthan.gov.in>**. To participate in online tenders, as per Information Technology Act, 2000, **Bidders will have to obtain Digital Signatures (class 2 / class 3 category) issued by a licensed Certifying Authority for e-tendering portal**. Bidders who already have a valid Digital Signature Certificate need not obtain a new Digital Signature Certificate (DSC). This DSC will be used to sign the bids submitted online by the bidder. Unsigned proposal will not be entertained and will be rejected outright.
- iv. Schedule to the invitation of RFP:

S.No.	Item	Particulars
a)	Designation and address of the	Registrar, RAJ-RERA, 2nd & 3rd Floor, RSIC Wing, Udhyog Bhawan, Tilak Marg, C- Scheme, Jaipur PIN-302005 (Raj.)
b)	RFP No	F:1(360)RJ/RERA/Forensic Auditor/2024/2359 Dated: 18-11-2024
c)	Name of work	Selection of an agency for assisting Raj- RERA in monitoring the financial compliance of Real Estate Projects
d)	Estimated cost of the assignment	Rs 1,50,00,000/-(Rupees One Crore Fifty Lakh Only)
e)	Cost of RFP Document (Non-Refundable)	Rs. 5000 (Rupees Five Thousand Only)
f)	e-tender Processing	Rs. 2000 (Rupees Two Thousand Only)

S.No.	Item	Particulars
	Fee (Non-Refundable)	
g)	Bid Security (refundable)	Rs 3,00,000/- (Rupees Three Lakh Only)
h)	Date of issue	18-11-2024
i)	RFP Download Start Date	19-11-2024
j)	Pre Proposal Conference Date: Time: Place:	28.11.2024 at 12.00 Noon Conference Room of RAJ-RERA, 3rd Floor, RSIC Wing, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur PIN-302005 (Raj.)
k)	Online RFP submission Start Date / Time	16.12.2024 at 11.00 AM
l)	Last date and time for Online RFP submission	23.12.2024 at 2.00 PM
m)	Physical submission of original DD / BC for Tender fee, e-tender Processing Fee Bid Security in RAJ-RERA office	23.12.2024 at 02.30 PM
n)	RFP technical proposal Opening Date / Time	23.12.2024 at 3.00 PM
o)	RFP financial proposal Opening Date / Time	To be informed later
p)	Websites for downloading Tender Document and subsequent clarification/modification/addendum, if any	https://eproc.rajasthan.gov.in http://RAJ-RERA.rajasthan.gov.in www.sppp.rajasthan.gov.in
q)	Websites for Online RFP proposal Submission	https://eproc.rajasthan.gov.in
r)	Duration of contract	Two years from the issue of LOA

Note:

1. The RFP proposal will be opened on the specified date & time in presence of Bidders or their authorized representative who choose to attend. In the event of the date specified for RFP proposal receipt and opening being declared as a government holiday the due date for opening of RFP proposal will be the next working day at the same time and place, unless otherwise intimated by the RAJASTHAN REAL ESTATE REGULATORY AUTHORITY (RAJ-RERA).
2. Corrigendum, Addendums and subsequent clarifications on RFP document terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of RFP proposal opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. Physical submission of RFP proposal is not allowed.
4. RAJ-RERA will not be responsible for any delay in submission of online RFP proposal due to any reason.

REGISTRAR

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, JAIPUR.

2. ABBREVIATIONS & DEFINITIONS

Act	The Real Estate (Regulation and Development) Act, 2016
Agreement	The Contract Agreement to be executed between RAJ-RERA and Agency, subsequent to the Letter of Award, as per the format at Annexure- III.
Bidder	The firm which submits proposal in response to this RFP within the time prescribed for the purpose
Agency/ Contractor	The Agency/Contractor engaged pursuant to entire bidding process for providing the Services as per the Scope of Work defined in this RFP document.
Agency Personnel	Shall mean and include all the partners, employees, workers, agents etc., of Agency who may be engaged by the Agency (directly or indirectly) for providing the services of forensic audit/analysis of annual accounts/statement of accounts of Real Estate Promoters /Developer/ Projects on behalf of RAJ-RERA, Jaipur, under the Agreement pursuant to this bidding process.
Agency/ Firm / Service provider	A firm / entity who will provide Services as defined in this RFP References to “Service Provider”, “Vendor” “Bidder”, “SP”, “Agency” etc. in this RFP document shall be construed to refer to the Service Provider itself.
LOA	Letter of Award - Letter from RAJ-RERA to selected Agency/Bidder conveying selection and outlining the terms and rates for the services.
Promoter/Developer	As defined in section 2 (zk) of The Real Estate (Regulation and Development) Act, 2016
Procuring Entity	Registrar, RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, JAIPUR
RERA/ RAJ-RERA/ Authority	RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, JAIPUR
Services	Shall mean forensic audit support services to RAJ-RERA, Jaipur as mentioned in Scope of Work
RTPP Act	The Rajasthan Transparency in Public Procurement Act, 2012
RTPP Rules	The Rajasthan Transparency in Public Procurement Rules,

	2013
Rules	The Rajasthan Real Estate (Regulation and Development) Rules, 2017
RFP	This RFP and other documents issued during the course of the selection of bidder
State Government	Government of Rajasthan

3. ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	<p>The bidder shall be “a Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008.”</p> <p>OR</p> <p>“A partnership firm registered under Partnership Act, 1932 in India.”</p>	a. Certificate of Incorporation or Registration / A partnership deed duly registered under the Partnership Act, 1932
ii.	The Bidder Firm should be in Practice for a period of 5 Years or more	b. Statutory Document certifying the same
iii.	Bidder should neither be a black listed firm nor should its contracts have been terminated/ foreclosed by any Government/ PSU/ department during last 3 financial years ending 31.03.2024 and during current financial year till date of bid submission due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-II, Form-II).
iv.	The bidder should have experience of providing audit/ accounting/ financial due diligence/ internal control system services to Real Estate organizations (public/private) of projects size of Rs 50 Crore or more in last 5 years. (Completion certificate to be provided)	<p>Completion Certificates from the client.</p> <p>Along with Self certified description of the project.</p>

S. No.	Eligibility Criteria	Documents required to substantiate the same
v.	Forensic Assignment Credentials:	The Bidder should have had experience of undertaking at least 7 forensic audits (total) in past 5 years out of which at least 3 forensic audits should be undertaken upon assignment by the regulatory body / Government agency / Public Sector Enterprise it is empanelled with.
vi.	The bidder should have minimum average annual turnover of Rs. 50 Crores during the last 3 financial years (The Turnover of the firm for the last 3 financial years (2021-22, 2022-23 and 2023-24).	The Bidder must be submitted Audited Balance sheet and Profit & Loss account statement of the firm for each of the last 3 audited financial years (i.e. 2021-22, 2022-23 and 2023-24). Or Certificate duly signed by Statutory Auditor with UDIN, of the Bidder / Certified Chartered Accountant for average annual Turnover for last 3 financial years (i.e. 2021-22 ,2022-23 and 2023-24).
vii.	The bidder must have a positive net worth as per latest audited financial statement.	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for positive net worth as on March 31, 2024.
viii.	The bidder should have atleast 50 qualified staff engaged for audit/ accounts assignment in the firm.	<ul style="list-style-type: none"> ▪ Self-certification from Human Resource Department of the Firm
ix.	The bidder must have GST registration certificate, TAN and PAN as on last date of submission.	<ul style="list-style-type: none"> ▪ Copy of GST registration certificate. ▪ Copy of PAN ▪ Copy of TAN
x.	Power of Attorney to be on non-	All the signatories of the

S. No.	Eligibility Criteria	Documents required to substantiate the same
	judicial stamp paper of appropriate value as per Indian Stamp Act 1899, relevant to place of execution.	Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board Resolution and authorization letters of Board of Directors of the companies.
xi.	Bidder should submit undertaking of “No Conflicts of Interest”	Self-Declaration

Note:

1. All requisite documents submitted for eligibility criteria must be clearly legible and must clearly mention the information required.
2. All the scanned copies of certificates/documents attached with the tender should be stamped and signed by authorized person of the bidder otherwise the tender is liable to be treated as INVALID.
3. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID.
4. Bidder shall produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Authority.
5. In case bidder has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.

4. INSTRUCTION TO BIDDERS

1. INTRODUCTION

- i. Rajasthan Real Estate Regulatory Authority RAJ-RERA was brought into effect by Govt. of India on 01.05.2016. Under this Act, State Government is required to establish Real Estate Regulatory Authority for regulation and promotion of the real estate sector in the State.
- ii. The Rajasthan Real Estate (Regulation and Development) Rules, 2017 were notified on 01.05.2017. Govt. of Rajasthan has constituted the Rajasthan Real Estate Regulatory Authority (Raj-RERA) on 06.03.2019.
- iii. The Authority shall strive to facilitate the growth and promotion of a healthy, transparent, efficient and competitive real estate sector while protecting the interest of allottees, promoters and real estate agents. The authority shall also establish an adjudicating mechanism for speedy dispute redressal regarding registered real estate projects. The key responsibilities of the Authority shall be as follows:
 - I. Ensuring Disclosures of Real Estate Projects by Promoters
 - II. Real Estate Projects Registration
 - III. Real Estate Agents Registration
 - IV. Complaints Redressal
 - V. Provide recommendations to appropriate Government on in matters relating to the development & promotion of real estate sector.
- iv. Section 35 of The Real Estate (Regulation and Development) Act, 2016, empowers the RERA Authority to appoint one or more persons to conduct an inquiry into the affairs of Promoters, Allottees or Real Estate Agents. This envisages that the authority can investigate the compliance of financial matters in accordance with the provisions of the Act, Rules and Regulations made thereunder in order to maintain transparency and accountability in the real estate sector. By engaging an agency for this purpose, Raj-RERA aims to ensure that the developers (promoters) follow financial norms and obligations, which helps protect the interests of homebuyers and ensures transparency in the real estate sector.
- v. This Request for Proposal (RFP), Raj-RERA seeks proposals from prospective Bidders for Selection of an agency for assisting Raj-RERA in monitoring the financial compliance of Real Estate Projects to contain brief information about the scope of work and qualification process for the successful Bidder.

2. DUE DILIGENCE BY BIDDERS

Bidders are encouraged to inform themselves fully about the assignment before submitting the Proposal, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Notice Inviting Bids (Section- 1).

3. VALIDITY OF THE BID

- a. The Bid shall be valid for a period of not less than 90 days from the Bid submission Date. A Bid valid for a shorter period shall be rejected by the RAJ-RERA as non-responsive Bid.
- b. Prior to the expiry of the period of validity of Bids, the RAJ-RERA, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

4. CONFLICT OF INTEREST

- i. In addition to the provisions of Rule 81 of RTPP Rules, the Authority requires that the Agency or its associates provide his services in a professional, objective and impartial manner and at all times hold the Authority's interests paramount; avoid conflicts with his other assignments or interests, and act without any consideration for future work. The Agency or its associates shall not engage, either directly or indirectly, during the term of this assignment in any business or professional activities which would conflict with the activities assigned to him by the Authority. Neither the Professional nor his firm will practice, for that promoter's projects whose forensic audit to be conducted, in the Authority or Adjudicating officer's court or represent for that promoters, allottees or real estate agents in any administrative or legal matters before the Authority.
- ii. A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- iii. For purposes of the bidding process (RFP), Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder.
- iv. Selected Bidder/ Forensic Auditor (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Forensic Auditor to be executed for the same or for another Client.
- v. The formats of Annexure A to Annexure C, to be enclosed as per instructions of circular No. 3/2013 Dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, are available as part of ANNEXURE-V of the RFP. Please read carefully and comply:-
 Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest
 Annexure B: Declaration by Bidders regarding Qualifications
 Annexure C: Grievance Redressal during Procurement Process

5. CODE OF INTEGRITY

- i. The Bidders and their respective partners, employees and advisers shall observe the highest standard of ethics during the Selection Process. Any person participating in the procurement process shall,-
 - a. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c. not indulge in any collusion, bid rigging or anti- competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - d. not misuse any information shared between the RAJ-RERA and the Bidders with an intent to gain unfair advantage in the procurement process;
 - e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - f. not obstruct any investigation or audit of a procurement process;
 - g. disclose conflict of interest, if any; and
 - h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other RAJ-RERA.

6. BREACH OF CODE OF INTEGRITY BY THE BIDDERS

- a. The shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, has breached any provision of the Code of Integrity as stated in Clause 5 above or has engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the selection process.
- b. In such an event, the shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the RTPP Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the for, inter alia, time, cost and effort of the in regard to the bid, including consideration and evaluation of such Consultant's Proposal.
- c. Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Bidders is awarded the Contract.
- d. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

The code of integrity includes provisions for:-

I. Prohibiting

- a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) improper use of information shared between the and the bidders with an intent to gain unfair advantage in the procurement process
- e) or for personal gain;
- f) any financial or business transactions between the bidder and any officer or employee of the ;
- g) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- h) any obstruction of any investigation or audit of a procurement process;

- II. disclosure of conflict of interest;
 - a) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other .
- III. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the may take appropriate measures including: -
 - a) Exclusion of the bidder from the procurement process;
 - b) Calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c) Forfeiture or encashment of any other security or bond relating to the procurement;
 - d) Recovery of payments made by the Raj-RERA along with interest thereon at bankrate;
 - e) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Raj-RERA;
 - f) Debarment of the bidder from participation in future procurements of the Raj-RERA for a period not exceeding three years.

7. SALE OF RFP DOCUMENTS

- a. The sale of RFP documents shall be commenced from the date as mentioned in the Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the Raj-RERA.
- b. The bidding documents shall be made available to any prospective bidder who pays the price for it in bank demand draft, banker's cheque as per requirement of the bid.

8. CHANGES IN THE BIDDING DOCUMENT

- c. At any time, prior to the deadline for submission of Bids, the Raj-RERA may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- d. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the Raj-RERA shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- e. In case, a clarification or modification is issued to the bidding document, the Raj-RERA may, prior to the last date for submission of Bids, extend such time

limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

- f. Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the Raj-RERA. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

9. BRIEF DESCRIPTION OF THE BIDDING PROCESS

Two Envelope Process

- a. The Authority has adopted a Single-stage two envelope process (collectively referred to as the "Bidding Process") for selection of the Bidders.
- b. Submission of proposal only through online process is mandatory for this RFP. RFP sent by Post, FAX or e-mail or presented in person will not be considered.
- c. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Proposals (NIP) and copy of RFP from this site.
- d. To participate in online RFP proposal submission process, Bidders must procure a Digital Signature Certificate (class 2/ class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic proposal. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- e. Bidders (authorised signatory) shall submit their RFP proposal on-line in Electronic formats. The RFP proposal should also contain scanned copy of DD/Bankers Cheque for RFP proposal document Fee (Tender Fee) & e-tender Processing Fee and Bid Security. However, DD/ Bankers Cheque for Tender Fee , e-tender Processing Fee & Bid Security should be submitted physically at the following address of RAJ-RERA with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per NIP.

REGISTRAR

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,

2nd and 3rd Floor, RSIC Wing, Udhayog Bhawan,

TILAK MARG, C-SCHEME

JAIPUR (RAJ.)-302005

- f. RAJ-RERA will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete RFP Proposal well in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- g. Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.

Envelope - 1: Technical Bids:

- a. All the documents including the bid document should be uploaded duly digitally signed with the DSC of authorized signatory.
- b. A Single stage Two cover system shall be followed for the Bid:-
 - i. Technical Bid, including fee details, eligibility & technical documents
 - ii. Financial Bid
1. The technical bid shall consist of the following documents:

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Documents required for Preliminary Qualification.	Instrument/ Proof of submission (PDF)-Entire e-signed bid document along with addendum
5.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/contract on behalf of the firm.	Instrument/ Proof of submission (PDF copy of PoA board resolution)
Technical Documents		
6.	All documents as mentioned in Annexure-I	Instrument/ Proof of submission

		(PDF)
7	All documents as mentioned in ELIGIBILITY CRITERIA	Instrument/ Proof of submission (PDF)

Envelope - 2: Commercial Bids

2. Financial bid shall include the following documents:-

S. No.	Documents Type	Document Format
1.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

The bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the RFP/Bid submitted by the bidder.

10. COST & LANGUAGE OF BIDDING

- A. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Raj-RERA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- B. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Raj-RERA, shall be written only in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. ALTERNATIVE/ MULTIPLE BIDS

Alternative, Multiple and Conditional Bids shall not be considered.

12. COST OF RFP DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE

- i. The complete RFP proposal document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of RFP Document (Document fee) is Rs. 5000/- which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of

‘RAJASTHAN REAL ESTATE REGULATORY AUTHORITY’, payable at Jaipur. The RFP document fee is non-refundable.

- ii. In addition, E-tender processing fee of Rs. 2000 per bid shall be paid in the form of banker’s cheque/ DD of Scheduled Bank drawn in favour of **‘Managing Director, RISL’**, payable at Jaipur.

13. BID SECURITY

- A. Every bidder participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- B. Original Bid Security instrument shall be submitted in the Raj-RERA office within prescribed time as stated in the NIB, without which technical bid shall not be opened.
- C. Photocopy of the Bid security instrument shall necessarily accompany the technical bid.
- D. The bid security may be given in the form of a banker’s cheque or demand draft of a scheduled bank.
- E. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- F. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:-
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of LOA within the specified period;
 - iii. when the bidder fails to commence the supply of the service as per supply/ workorder/LOA within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - vi. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - vii. No interest shall be payable on the bid security.
 - viii. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
 - ix. The Raj-RERA shall promptly return the bid security after the earliest of

the following events, namely:-

- a. the expiry of validity of bid security;
- b. the execution of agreement for procurement and performance security is furnished by the success full bidder;
- c. the cancellation of the procurement process; or
- d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

14. PRE-BID CONFERENCE

- i. Pre-bid Conference of the bidders shall be convened at the designated date, time and place, as mentioned in the Notice Inviting Bids (NIB). Bidders, who have downloaded the RFP from the Website(s), may participate in the Pre-bid conference.
- ii. During the course of Pre-bid conference, the bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

15. CORRESPONDENCE

For clarification regarding this RFP, the following officer of RAJ-RERA may be contacted:

REGISTRAR,
RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

2nd and 3rd Floor, RSIC Wing, Udhog Bhawan, Tilak Marg, C-Scheme
Jaipur (Raj.)-302005

Email: REGISTRAR.RERA@rajasthan.gov.in

For any assistance in online submission, RISL helpline may be contacted at: 0141-4022688, Email: eproc@rajasthan.gov.in

16. SUBMISSION OF BID

- i. Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (class 2 / class 3 category) as per Information

Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/Bankers Cheque for Tender Fee& e-tender Processing Feeand scanned copy of DD/ Bankers Cheque /Bank Guarantee for Bid security. However, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee & Bid security should be submitted physically at the following address of RAJ-RERA with a covering letter mentioning therein the details& name of RFP, by the scheduled date and time as per NIB.

REGISTRAR, RAJASTHAN REAL ESTATE REGULATORY
AUTHORITY,

2nd & 3rd Floor, RSIC Wing,

Udhyog Bhawan, Tilak MargC-Scheme,

Jaipur PIN-302005 (Raj.)

**Website - <http://RAJRERA.rajasthan.gov.in> Email:
REGISTRAR.RERA@RAJASTHAN.GOV.IN**

- v. RAJ-RERA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.

17. DEADLINE FOR THE SUBMISSION OF BIDS

- A. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- B. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances, the time with the prospective bidders for preparation of Bids appears insufficient; the date may be extended by the Raj-RERA.
- C. If the last date of submission or opening of Bids is declared as a non-working day, the Bids shall be received or opened on the next working day.
- D. While submitting the Financial Proposal, the Bidder shall ensure the following:
 - i. Bid should be filled (online only) in the prescribed Form for Price Schedule at Annexure-V.
 - ii. The GST would be paid by the Authority over and above the Total Cost of

- Assignment, as per the applicable rates.
- iii. Costs shall be expressed in Indian Rupees only.

18. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

- A. Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e- Procurement website under the section "Bidder's Manual Kit".
- B. Bids withdrawn shall not be opened and processed further.

19. LATE BIDS

- A. Any bid received by the Raj-RERA after the deadline for submission of bids prescribed by the Raj-RERA, pursuant to NIB, will be rejected and/or returned unopened to the Bidder.

20. OPENING OF BIDS

- A. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- B. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- C. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) instruments to Raj-RERA at the scheduled time).
- D. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
- i. bid is accompanied by bidding document ,
 - ii. Bidder has submitted requisite bidding document fee, bid security, and processing fee instruments in the Raj-RERA office at the schedule date and time;
 - iii. bid is valid for the period, specified in the RFP document;
 - iv. bid is unconditional; and
 - v. other conditions, as specified in the bidding document are fulfilled.
 - vi. any other information which the committee may consider appropriate.

- E. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- F. The Financial Bid offer shall not to be opened at the time of opening of technical bid, which shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

21. SELECTION METHOD:

The Quality Cost-Based Selection (QCBS) will be used for evaluation.

22. CLARIFICATION OF BIDS

- (i) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- (ii) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- (iii) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- (iv) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

23. EVALUATION & TABULATION OF TECHNICAL BIDS

A. Determination of Responsiveness

- I. Raj-RERA shall form a Technical Evaluation Committee (TEC) to evaluate the bids.
- II. TEC shall review the Pre-Qualification proposal of the Bidders to determine whether the requirements as mentioned in the RFP are met. Incomplete or partial Proposals are liable for disqualification, but TEC reserves the right to seek clarification, missing or clarification on incomplete responses if required. All those Bidders, whose Pre-Qualification proposal meets the requirements, shall be selected for opening of the technical proposal.
- III. Prior to opening of the technical bid, pursuant to NIB, the Raj-RERA will determine that the bidder has submitted Bid Form Cost, RISL FEE and BID SECURITY instrument within the time as stated in the NIB.
- IV. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:

- a. “deviation” is a departure from the requirements specified in the bidding document;
- b. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- c. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

V. A material deviation, reservation, or omission is one that, if accepted, shall:-

- a. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
- b. limits in any substantial way, inconsistent with the bidding documents, the Raj-RERA rights or the bidder’s obligations under the proposed contract; or
- c. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

VI. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification, additional documents if required.

VII. TEC shall assign a Technical score to the Bidders based on the Technical evaluation criteria detailed in the RFP. The Bidders with a technical score above the threshold as specified in the RFP shall technically qualify for the commercial evaluation stage.

VIII. The Financial Proposals of the technically qualified Bidders shall be opened and reviewed to determine whether the Financial Proposals are complete and as per requirements. The Quality Cost-Based Selection (QCBS) will be used for evaluation.

IX. Evaluation and award of Contract shall be done as per provisions of RTTP Act/Rules.

X. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

24. NON-MATERIAL NON-CONFORMITIES IN BIDS

- A. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- B. The bid evaluation committee may seek clarification from the bidder of the

documents submitted with the bid to enable the evaluation process like audited statement of accounts/ CA Certificate, Registration Certificate, GST/ CST clearance certificate or any other historical documents within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

- C. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

25. TECHNICAL EVALUATION CRITERIA

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. The Proposal will be evaluated on the basis of the evaluation criteria as set out in chapter 7 of this RFP.

26. TABULATION OF TECHNICAL BIDS

- A. Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- B. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- C. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

27. EVALUATION & TABULATION OF FINANCIAL BIDS

- A. It may be noted that financial bids will be subjected to following evaluation process.
 - i. Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation only those bidders scoring 60% (60 marks out of 100) or above in the technical evaluation will be short-listed for financial evaluation.
- B. The envelope containing the financial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting Financial bid set out in Annexure VII- “Financial Bid Format”.
- C. The Financial offer should consist of comprehensive Cost for required solution.

Bidder must provide detailed cost breakdown, for each and every category mentioned in the financial bid. The RAJ-RERA will determine whether the Financial Bids are complete, unqualified, and unconditional. The technically qualified bidders will be required to participate in the financial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the TENDER FORM within the total quoted price shall be that of the Bidder.

- D. Based on the total Financial offer (total of all category) will be considered for financial score.

28. CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS

- A. The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

29. COMMERCIAL BID EVALUATION CONSIDERATIONS

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- a. If there is a discrepancy between words and figures, the amount in words shall prevail.
- b. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- c. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Raj-RERA, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.

- d. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
- e. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- f. If there is a discrepancy in the total, the correct total shall be arrived at by Raj-RERA.
- g. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

30. EVALUATION MECHANISM

- a. A bid shall have to meet the Minimum Qualifying Marks of 60 (Sixty) marks in 'Quality' Criteria. Bids not meeting the minimum qualifying marks in 'Quality' Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.
- b. 'Qualified Bids' (meeting the minimum Qualifying Marks of in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:
 - Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST or IGST).
 - Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format
- c. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:
 - An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 60 (Sixty) in 'Quality' Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) \times 100 \times X + (T/T_{\text{high}}) \times 100 \times Y$$

where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T_{high} = The highest mark scored against “Quality” criteria among all responsive bids

$X = 0.3$ (The weightage for ‘Quoted price’ is 30 %)

$Y = 0.7$ (The weightage for ‘Quality’ is 70 %)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

- a. Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).
- b. In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against ‘Quality’ criteria will be recommended for award of contract. Even if there is a tie, ‘draw of lots’ will be resorted to arrive at the recommended bidder.
- c. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.
- d. Bidder whose is declared H-1 may be called for negotiation before awarding the contract.
- e. The raj-RERA reserves the right to float the RFP again. Raj-RERA shall not incur any liability to the bidder(s) on account of reissue of RFP. Raj-RERA shall not be obliged to inform the bidder(s) of the grounds for the rejection. The Raj-RERA reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following.
 1. If none of the bidders qualify in the technical bid evaluation.
 2. If selected bidder fails to execute the Contract within the time limit stipulated. Any decision in this regard by Raj-RERA shall be final, conclusive, and binding on the bidders.

31. NEGOTIATIONS

- A. Negotiations may be undertaken only with the most advantageous bidder.
- B. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- C. The most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the most advantageous bidder has received the intimation and consented to

regarding holding of negotiations.

- D. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- E. In case of non-satisfactory achievement of rates from most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second most advantageous bidder, then to the third most advantageous bidder and so on in the order of their initial standing and work/supply order be awarded to the bidder who accepts the counter-offer.
- F. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

32. EXCLUSION OF BIDS/ DISQUALIFICATION

- A. A Raj-RERA shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the Raj-RERA or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the Raj-RERA, has a conflict of interest materially affecting fair competition.
 - g. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
 - h. Every decision of a Raj-RERA to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - i. communicated to the concerned bidder in writing;
 - ii. Published on the State Public Procurement Portal, if applicable.

33. LACK OF COMPETITION

A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re- floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- a. the Bid is technically qualified;
- b. the price quoted by the bidder is assessed to be reasonable;
- c. the Bid is unconditional and complete in all respects;
- d. there are no obvious indicators of cartelization amongst bidders; and
- e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- f. The bid evaluation committee shall prepare a justification note for approval by the competent authority, with the concurrence of the accounts member.
- g. In case of dissent by any member of bid evaluation committee, the competent authority shall decide as to whether to sanction the single Bid or re- invite Bids after recording reasons.
- h. If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

34. ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT

- A. The Raj-RERA after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the Chairman RAJ-RERA for decision.
- B. Decision on Bids shall be taken within original validity period of Bids and time period allowed to Raj-RERA for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- C. Before award of the contract, the Raj-RERA shall ensure that the price of successful Bid is reasonable and consistent with the required scope of work.

- D. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- E. The Raj-RERA shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- F. Prior to the expiration of the period of bid validity, the Raj-RERA shall inform the successful bidder, in writing, that its Bid has been accepted.
- G. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- H. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- I. The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

35. INFORMATION AND PUBLICATION OF AWARD

Information of award of contract shall be published on the respective website(s) as specified in NIB.

36. Raj-RERA RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

The Raj-RERA reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

37. RIGHT TO VARY QUANTITY

- A. If the Raj-RERA does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- B. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be in accordance to rule 73 of RTPP Rules, 2013.

38. PERFORMANCE SECURITY

- A. Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- B. The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order/contract amount of the services.
 - a) Performance security shall be furnished in any one of the following forms:-
 - I. Bank Draft or Banker's Cheque of a scheduled bank;
 - II. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of Raj-RERA with the approval of Head Post Master;
 - III. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - IV. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of on account of bidder and discharged by the bidder in advance. The bidder shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - b) Performance security furnished in the form specified in clause [I] to [IV] of (B)

above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- c) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - I. When any terms and condition of the contract is breached.
 - II. When the bidder fails to make complete supply as per the scope of tender document.
- d) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- f) No interest shall be payable on the PSD.

39. EXECUTION OF AGREEMENT

- A. A procurement contract shall come into force from the date on which the agreement is signed.
- B. The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- C. If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the shall take action against the successful bidder as per the provisions of the bidding document and Act. The may, in such case, cancel the procurement processor if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- D. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.
- E. Bidder has also to sign Non-Disclosure agreement with the tendering authority as per indicative format attached in Annexure 16.

40. CONFIDENTIALITY:

- A. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a shall not disclose any information if such disclosure, in its opinion, is likely to:-
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;

- c. affect the intellectual property rights or legitimate Financial interests of bidders;
 - d. affect the legitimate Financial interests of the in situations that may include when the procurement relates to a project in which the is to make a competitive bid, or the intellectual property rights of the .
- B. The shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- C. The may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- D. In addition to the restrictions specified above, the , while procuring a subject matter of such nature which requires the to maintain confidentiality, may impose condition for protecting confidentiality of such information.

41. CANCELLATION OF PROCUREMENT PROCESS

- A. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the from initiating a new procurement process for the same subject matter of procurement, if required.
- B. A may, for reasons to be recorded in writing, cancel the process of procurement initiated by it-
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. after the successful Bid is accepted in accordance with (d) and (e) below.
- C. The shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- D. The decision of the to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- E. If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the may cancel the procurement process.
- F. If a bidder is convicted of any offence under the Act, the may:-
 - i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the and the convicted bidder.

42. COMMENCEMENT OF ASSIGNMENT

The selected Agency(s) shall commence the assigned work within seven days of the date of the issue of LOA, or such other date as may be mutually agreed. If the Selected Agency fails to commence the assignment as specified herein, the Authority may invite the second lowest Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

43. PROPRIETARY DATA

All documents and other information provided by the Authority or by the Promoter in connection with the assignment shall remain or become the property of the Authority. The forensic auditor, as the case may be, is to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Consultancy shall be the property of the Authority.

44. DURATION OF CONTRACT

The contract shall be for two years from the date of issue of LOA, which may be extended as per terms and conditions stipulated in RTPP Act/ Rules and requirement and administrative convenience of RAJ-RERA in mutual agreement with the Agency.

45. APPEALS

- 1) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the is in contravention of the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the , as designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a) Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b) Provided further that in case a evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- 2) The officer to whom an appeal is filed under (1) above shall deal with the

appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

- 3) If the officer designated under (1) above fails to dispose of the appeal filed within the period specified in (2) above, or if the bidder or prospective bidder or the is aggrieved by the order passed, the bidder or prospective bidder or the , as the case may be, may file a second appeal to an officer or authority designated by RAJ-RERA in this behalf within 15 days from the expiry of the period specified in (2) above or of the date of receipt of the order passed under (2) above, as the case may be.
- 4) The officer or authority to which an appeal is filed under (3) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

The officer or authority to which an appeal may be filed under (1) or (3) above shall be :

First Appellate Authority:

Chairman, RAJ-RERA

Second Appellate Authority:

RERA Authority

5) Form of Appeal:

- a) Every appeal under (1) or (3) above shall be as per Form No. 1 given in Annexure-V, along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by a copy of the order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6) Fee for filing Appeal:

- i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

7) Procedure for disposal of appeal:

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- i. hear all the parties to appeal present before him; and
- ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal, free of cost.
- d) The order passed under (c) shall also be placed on the State Public Procurement Portal.

No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the , shall be disclosed in a proceeding under an appeal.

5. SCOPE OF WORK

Government of India enacted the Real Estate (Regulation and Development) Act 2016 to bring greater transparency, accountability, financial discipline, speedy redressal, and customer centricity in the Real Estate Sector in India.

One of the key objectives of the Act is to ensure that the money collected from the allottees for a Specific project should be utilised for construction of the said project only and should not be diverted for other purposes. In order to ensure the same, there are several provisions in the Act, Rules and Regulations made there under.

Raj-RERA is desirous of appointing a Professional Firm for forensic Audit of the Projects registered under RERA so that the financial compliance by the promoter shall be ensured. The proposed firm shall conduct forensic audit of projects on behalf of the authority.

The forensic audit shall be conducted by review of books of accounts, documents and other information of the promoter and the review shall be restricted to specific project or Promoter if so required.

The forensic audit shall be conducted with the standards of Forensic Accounting and Investigation Standards (FAIS) issued by the Institute of Chartered Accountants of India (ICAI).

Below given is the suggested scope of work:

1. PRELIMINARY REVIEW OF DATA

- Preliminary understanding of promoter's organization structure and business functions. Conduct meetings/calls with representatives of the promoter for understanding and collecting the data sets required for the audit.
- Online public domain searches on Promoter's/ Developer's operations, directors/partners/Proprietors, key milestones, details of liens and third-party rights on the project, etc.
- Conduct detailed review of periodic project related documents submitted on RERA portal including title deed, sub-lease deed, sanctioned layout, budgeted and actual cost incurred including bifurcation of expenses incurred, etc.
- Comparison of on-ground investigator report as submitted to Authority to assess actual project completion status.

2. REVIEW OF REVENUE AND RECEIVABLES

- Obtain unit wise sale and collection details in books of accounts as per payment schedule and comparison with bank statements to assess whether collections have been deposited in the designated bank account as per Section 4 (2)(l)(D) provisions to identify short deposits, if any.
- Reconcile books of accounts vis-a- vis periodic submissions made by promoter including Forms to identify instances of mismatch, if any.
- Identify unit sales through non-cash adjustment entries and non-compliance with RERA provisions.
- Conduct detailed review of allottee complaints for projects with regard to misappropriation of funds by promoter.
- Conduct price benchmarking for select units to identify instances of sales made at lower than government valuation, undervalued sales to related / other parties, etc.
- Reconciliation of unsold inventory submitted to the Authority/lenders vis a vis as per books of accounts to identify mismatches if any.
- Conduct transaction testing on sample sale transactions to identify potential fictitious sales, over/under collection of sale consideration from the homebuyers.
- Analyse key ledger accounts in nature of Bad Debts, Bad debt Provisions and Journal Voucher relating to unit sales.

3. ASCERTAIN MONEY TRAIL AND END-USE OF FUNDS

- Conduct detailed review of bank statements pertaining to the project to ascertain overall cash inflow / outflows.
- Ascertaining money trail and end use of project specific loans granted, promoter contribution and collected from homebuyers for the particular project.
- Identify diversion / siphoning of funds granted by lenders/collected from allottees in nature of utilisation in other Real Estate projects, used for non-project purposes, payments to related parties, payments to promoters, etc.
- Conduct background checks/ relationship checks on the identified beneficiaries i.e. related entities/ individuals/ parties, identified from the above tests and mapping of volume of transactions with financial statements of party available on MCA (if any)

4. REVIEW OF FINANCIAL STATEMENTS

- Perform financial statement analysis (ratio analysis, trend analysis etc.) on financial statements to identify potential red flags, indicating potential manipulation in financial statements.
- Comparative analysis with previous year's financial statements filed with MCA, Income Tax, GST and Other statutory Authorities.
- Identify Mismatch in records as per books of accounts vis a vis financial statements filed in MCA, Income Tax, GST and Other statutory Authorities records.

5. REVIEW OF PURCHASES, TRADE PAYABLES and KEY EXPENSES

- Review of purchase records maintained by promoter through public domain searches including available at GST and Income Tax domain.
- Mapping of key payments made to sample creditors vis a vis material purchased for potential over payments/ fictitious payments.
- Specific focus on review of actual receipt of goods, identifying mismatch in transactions from vendors vis a vis as per vendor's financials.
- Review genuineness of purchase transactions for sample entities by conducting public domain searches.

6. REVIEW OF RELATED PARTY TRANSACTIONS

- Review of transactions with related parties and mapping the same with related party's financial statements available with MCA (if any), Income Tax, GST and Other statutory Authorities records.
- Reviews of related party ledger to identify inter project transactions from the funds collected and deposited in designated bank account.
- Mapping of inter project transactions as per bank statement records vis a vis as per books of accounts to identify mismatches, if any

7. REPORTING ON BUSINESS ABNORMALITIES

- Reporting Specific Conclusions on red flags identified in nature of siphoning / diversion of funds, non-compliances to Raj-RERA provisions etc.

8. AUDIT PERIOD:

Review period from Project Registration date to Notice date for forensic audit.

9. SCHEDULE OF REQUIREMENT:

- Requested Bidders shall have to submit proposal for forensic Audit as per schedule mentioned in the Annexure-VII of Financial Bid Format. The bids shall be evaluated and the order will be placed as per evaluation criteria set out in the Bid Document.

- **Distribution and Completion Schedule:** A provisional plan for the allocated assignment shall be submitted by the forensic audit Agency to the Chairperson of the Authority, pursuant to which an approved forensic audit schedule shall be issued. The Agency shall have to complete the assignment within the said stipulated period.

6. TEAM COMPOSITION

1. The Agency shall ensure that the Agency's team is competent and professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this RFP. The Agency shall ensure that the Services are performed through the efforts of the Agency's team, in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this Agreement relieves the Agency from its liabilities or obligations under this RFP to provide the Services in accordance with the Authority's directions and requirements and as stated in this RFP and the Proposal to the extent accepted by the Authority, the Agency shall be liable for any non- performance, non-compliance, breach or other loss and damage resulting either directly or only in case of gross negligence or wilful misconduct, indirectly by or on account of its team.
2. The Agency shall appoint any individual who are on its payroll as its authorized representative with prior intimation to the Authority. The Agency's Representative shall have the authority to exercise all of the powers and functions of the Agency under this RFP other than the power to amend Agreement and ensure proper administration and performance of the terms hereof and to bind the Agency in relation to any matter arising out of or in connection with this Agreement. The Agency shall be bound by all undertakings and representations made by the authorized representative of the Agency and any covenants stipulated hereunder, with respect to this RFP, for and on their behalf. The Agency's representative shall have all the power requisite for the performance of the work. The Agency's Representative shall liaise with Authority for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The Agency's Representative will extend full co-operation to the Authority for supervision/inspection/observation of the performance, reports, and records pertaining to the works. The Agency shall comply with any instructions that are given by the Authority during the course in relation to the performance of its obligations under the terms of this RFP. Agency's Representative shall also have complete charge of the Agency's personnel engaged in the performance of the works and to ensure compliance of rules, regulations, and safety practice. Such Agency's representative shall be available to Authority during the execution of Services.
3. The Agency shall be fully responsible for the deployment, transportation,

accommodation, and catering of all its employees required for execution of the work and for all costs/charges in connection thereof. The Authority shall not be responsible for any dispute arises during the performance of assignment between Agency's personnel and Agency.

4. The Authority reserves its right to instruct the Agency to withdraw the Services of any employee of the Agency or any person(s) deployed by the Agency for professional incompetence or negligence or for being deployed for work for which he is not suited or for unethical, corrupt, fraudulent behaviour. The Agency shall promptly replace every person so withdrawn, pursuant to this section, with a competent substitute. The Agency shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Authority. The change or revision of resources shall be subject to levy of Liquidated damages as provided in the RFP.
5. Following Forensic Team Size: The firm must have a forensic team consisting of at least 10 employees.

Sr. No.	Role	Min. Qualification & Experience
1	Certified Expertise (CFE):	At least one employee must hold a CFE (Certified Fraud Examiner) or FAFD (Forensic Accounting and Forensic Detection) qualification
2	Experienced CA	At least one employee must be a Chartered Accountant (CA) with over 10 years of experience in conducting forensic audit.
3	Qualified staff:	Experienced support staff /CA etc. as per requirement of the assignment.

7. EVALUATION CRITERIA

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. Raj-RERA may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall accordingly be taken by the Authority.

Sr.No.	Parameter	Maximum Marks	Marks
1.	Financial Capabilities: The average Turnover of the firm for the last 3 financial years (2021-22, 2022-23 and 2023-24) should not be less than 50 Cr.	20 Marks	= 50 Cr = 10 marks
			>50 Cr. and < 100 Cr. =15 marks
			>=100 Cr. =20 marks
2.	Experience of any Statutory Audit of organisations in real estate sector (Projects) of Projects size of Rs 50 Cr or more	25 Marks	05 marks per assignment will be given for companies of the Projects size Rs 50 Crore to 100 Crore
			10 marks per assignment will be given for companies of the Projects size above Rs 100 Crore
			If the bidder has attained maximum permissible 25 marks, the additional assignment will not be taken into account.
3.	Experience in Forensic Audit of companies having Projects size more than 50 crore.	30 Marks	02 marks per assignment will be given for forensic audit of companies of the Projects size Rs 50 Cr –

			100 Cr
			05 marks per assignment will be given for forensic audit of companies of the Projects size above Rs 100 Cr
			If the bidder has attained maximum permissible 30 marks, the additional assignment will not be taken into account
4	Proposed Methodology and Work Plan (As part of the Technical Bid, the bidder shall submit its proposed methodology and work plan with respect to the scope of work as laid out in this RFP)	25 Marks	The marks for Approach and Methodology will be given by the Committee based on detailed methodology submitted by the bidders. The marks shall be in the range of zero to 100% depending on the extent of meeting the corresponding requirements.)

The Bidder firms will be required to make a presentation before the authority on time, date and place specified by it for assessment on criteria 4.

Bidders scoring a minimum score of 60% i.e., an overall score of 60 marks or more will be declared technically qualified.

All (project) experiences submitted for eligibility and evaluation must be supported by Work Orders/ Signed Contracts /Completion Certificates, clearly indicating the value of the (project) experiences.

One (project) experience cannot be claimed against more than one criteria given above. In case a Bidder submits the same project experience under two categories, the submission against first category will be considered.

The (project) experiences that would be claimed by the Bidder against any criteria both for eligibility as well as for evaluation must have been executed as the primary/ lead Auditor by the Bidder's legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

A working space may be provided to the Agency in Authority's office to collect/collate data and in normal days the team can work from their own offices. However, the key team members have to be available for all discussions / meetings which may even be called at short notice.

8. TERMS & CONDITIONS OF CONTRACT

1. GENERAL TERMS

- i. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- ii. The Agency will not sub-let the services or a part thereof vertically to any other party.
- iii. While providing the assigned services, the Agency shall follow all applicable Acts, rules and regulations with regard to the services. It shall also follow the instructions issued by RAJ-RERA from time to time. The Agency shall also keep in mind all applicable rules and regulations of RAJ-RERA in force. RAJ-RERA will be free to take action against the Agency for violating the same.

2. PAYMENT TERMS

Selected Agency will be asked to conduct the Audit/Analysis as per issued LOA. The payment schedule will be as follows:

10% Mobilization Advance	Within 2 days from the issue of LOI for the assignment
50% fee	within 15 days of submission of draft report to the authority
Balance 40% of the fee	within 15 days of the acceptance of audit report by RERA

3. FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

- i. The Agency shall provide the services as per the requirement of RAJ-RERA. Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender and/or annexure(s) to it will be termed as default on the part of the agency.
- ii. Liquidated Damages:

In case of any default of Agency, RAJ-RERA shall have the right to recover from the Agency Liquidated Damages, not amounting to penalty, up to a maximum amount of 5% of Contract Agreement Amount for the particular assignment, which may be in addition to penalty as defined at (ii) below.

iii. Suspension of Work

- a) If the work is temporarily suspended by RAJ-RERA for any reason whatsoever, RAJ-RERA will convey such temporary suspension in writing to the Agency for which period, the Agency shall fully or partially stop its activities as advised by RAJ-RERA.
- b) Due to the period under suspension if the time schedule gets extended, the work period shall consequently be treated as extended under the terms and conditions as laid out in bidding documents (RFP).
- c) If the work is suspended by RAJ-RERA for a period of more than 6 months, the Agency may seek termination of contract from RAJ-RERA.

iv. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of RAJ-RERA, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. RAJ-RERA also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

v. Termination of Contract Agreement

- a) RAJ-RERA reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency of service, or any other breach of contract, in which case the value of the work done to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in writing from RAJ-RERA of such termination/curtailment and the reasons therefore conveyed by RAJ-RERA shall be conclusive evidence thereof.
- b) RAJ-RERA reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in RAJ-RERA's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the work done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from RAJ-RERA of such termination/curtailment and the reasons therefor conveyed by RAJ-RERA shall be conclusive evidence thereof.

4. FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of bidding documents (RFP) and agreement to be signed in pursuant to this tender process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a force majeure event.

5. BLACKLISTING AND RECOVERY OF LOSSES:-

In the event of failure of the bidder/ Agency at any stage of Bid process (RFP) the Bid security or performance security or bills of supply will be forfeited apart from cancellation of award of contract and blacklisting of the firm/bidder.

6. JURISDICTION OF COURTS

- i. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

9. FRAUD AND CORRUPT PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit the Bid Security.
 - ii. Without prejudice to the rights of the Authority under Clause (i) hereinabove and the rights and remedies which the Authority may have under the LOE/LOA or the Agreement, if an Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOE/LOA or the execution of the Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOE or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed

to constitute influencing the actions of a person connected with the Selection Process; or

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

10. UNDERSTANDING ABOUT RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

The Real Estate (Regulation and Development) Act, 2016 was brought into effect by Govt. of India on 01.05.2016. The Rajasthan Real Estate (Regulation and Development) Rules, 2017 were notified on 01.05.2017. Govt. of Rajasthan has constituted the Rajasthan Real Estate Regulatory Authority (Raj-RERA) on 06.03.2019. Govt. of Rajasthan has appointed Chairman and Member for Rajasthan Real Estate Regulatory Authority (Raj-RERA) on 06.03.2019. Govt. of Rajasthan has constituted the Real Estate Appellate Tribunal on 06.03.2019.

The key components of Real Estate (Regulation and Development) Act, 2016 are as follows:

1. Real Estate Regulatory Authority

Under this Act, State Government is required to establish Real Estate Regulatory Authority for regulation and promotion of the real estate sector in the State. The Authority shall strive to facilitate the growth and promotion of a healthy, transparent, efficient and competitive real estate sector while protecting the interest of allottees, promoters and real estate agents. The authority shall also establish an adjudicating mechanism for speedy dispute redressal regarding registered real estate projects. The key responsibilities of the Authority shall be as follows:

- Ensuring Disclosures of Real Estate Projects by Promoters
- Real Estate Projects Registration
- Real Estate Agents Registration
- Complaints Redressal
- Provide recommendations to appropriate Government on in matters relating to the development & promotion of real estate sector;

2. Real Estate Appellate Tribunal

The State Government is required also to establish Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and Adjudicating Officer. Any person aggrieved by any direction or decision or order made by the Authority or by an adjudicating officer may file an appeal before the Appellate Tribunal and the appeal shall be dealt with by it as expeditiously as possible and endeavour shall be made by it to dispose of the appeal within a period of sixty days.

3. Real Estate Projects Registration

All Financial and residential real estate projects will have to register except in projects where

- area of land proposed to be developed does not exceed five hundred square meters
- number of apartments proposed to be developed does not exceed eight inclusive of all phases
- promoter has received completion certificate for a real estate project prior to commencement of this Act
- for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project

No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area within Rajasthan, without registering the real estate project with the Rajasthan Real Estate Regulatory Authority. Promoter of ongoing real estate projects, in which all buildings as per sanctioned plan have not completed, shall also be required to be registered for such phase of the project.

If any promoter fails to register as per Act, he shall be liable to a penalty which may extend up to ten per cent of the estimated cost of the real estate project. On continued violation, he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may extend up to a further ten per cent of the estimated cost of the real estate project, or with both.

Apart from Registration, the promoters shall be required to provide quarterly updates on the status of the project to the Authority.

4. Real Estate Agents Registration

All Real Estate Agents should register under this Act. No real estate agent shall facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, without obtaining registration under this section.

If any real estate agent fails to register, he shall be liable to a penalty of ten thousand rupees for every day during which such default continues, which may cumulatively extend up to five per cent of the cost of plot, apartment or buildings, as the case may be, of the real estate project, for which the sale or purchase has been facilitated

5. Filing of complaints

Any aggrieved person may file a complaint with Rajasthan RERA or the Adjudicating Officer, as the case may be, with respect to any registered real estate project, for any violation or contravention of the provisions of this Act or the rules and regulations made there under. The Authority shall establish an adjudicating mechanism for speedy redressal of such complaints.

Any person aggrieved by any direction or decision or order made by Rajasthan RERA or by an Adjudicating Officer may file an appeal before the Appellate Tribunal

Any person aggrieved by any decision or order of the Appellate Tribunal, may file an appeal to the High Court

6. Financial Discipline

The Act strives to ensure greater financial discipline in the real estate sector. Some of its provisions are as follows:

- A promoter shall not accept more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale (in prescribed Form-G) with such person and register the said agreement for sale
- Seventy per cent of the amounts realized for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose
- Withdrawal from such accounts shall be in proportion to the percentage of completion of the project, which shall be certified by an engineer, an architect and a chartered accountant in practice.
- Promoter to compensate buyer for any false or incorrect statement with full refund of property cost with interest
- Project Accounts to be Audited / FY. Copy to be submitted to Rajasthan RERA
- Provision for Rajasthan RERA to freeze project bank account upon non-compliance
- Provisions for stronger financial penalties for non-compliances of Real Estate Regulatory Authority.

7. Transparency

The Act shall drive great transparency in the real estate sector as follows:

- Details of all the Registered Projects shall be available online for citizens including:

- sanctioned plans, layout plans, along with specifications, approved by the competent authority
 - Proposed Plan, Proposed Layout Plan of the whole project and Floor Space Index proposed to be consumed in the whole project, as proposed by the promoter
 - Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s).
 - the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.
 - quarterly update of the list of number and types of apartments or plots, as the case may be, booked
 - quarterly update of the list of number of covered parking, garages booked;
 - quarterly update of the list of approvals taken and the approvals which are pending subsequent to commencement certificate;
 - quarterly update of the status of the project; and
 - such other information and documents as may be specified by the regulations made by Rajasthan RERA.
- The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of Rajasthan RERA, wherein all details of the registered project have been entered and include the registration number obtained from the Authority

8. Citizen Centricity

- Citizens shall be able to view, on Rajasthan RERA website, all disclosures pertaining to registered projects. This shall enable data driven informed decision making.
- Promoter cannot make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities etc. without the previous consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.
- If the promoter fails to complete or is unable to give possession of an apartment, plot or building, in accordance with the terms of the agreement for sale, he shall be liable to pay interest for every month of delay. Further, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him with interest
- Promoter to enable formation of Legal Entity like Cooperative Society, Company, Association, Federation etc. within three months from the date on which sixty per cent of the total number of Purchasers in such a building or a wing, have booked their apartment.
- Promoter shall execute a registered conveyance deed in favour of the allottee within three months from date of issue of occupancy certificate or sixty per cent

of the total number of Purchasers in such a building or a wing, have paid the full consideration to the promoter, whichever is earlier.

9. Refund

In case a promoter applies for withdrawal of application of the Project before the expiry of the period of thirty days, registration fee to the extent of 5% paid or Rs. 25,000/- whichever is more shall be retained by the Authority and the remaining amount shall be refunded. Similarly in case of rejection of application for, registration of a Project or registration of a Real Estate Agent or extension of registration of a Project or renewal of registration of Real Estate Agent, registration fee to the extent of 5% paid shall be retained by the Authority and the remaining amount shall be refunded.

Real Estate (Regulation and Development) Act 2016 is a step towards reforming the real estate sector in India, encouraging greater transparency, citizen centricity, accountability and discipline.

**ANNEXURE – I CHECK LIST OF DOCUMENTS TO BE ENCLOSED
LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP duly filled in and digitally signed by the Authorised Signatory of the Bidder firm.	Yes/No
2.	Annexure – I : This Check List, duly ticked and signed	Yes/No
3.	Annexure –II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP), duly filled & signed.	Yes/No
4.	Annexure – II, Form-II: Bidder's Profile and Documents to substantiate eligibility, duly filled, signed & enclosing documents.	Yes/No
5.	Annexure – II, Form-III: Bidder's Organization and Experience, duly filled, signed & enclosing documents. A- <u>Description of Bidder's Organization</u> B- <u>Bidder's Experience forms for each assignment</u>	Yes/No
6.	Annexure – II, Form-IV: Financial capacity of the bidder (Financial Turnover), duly filled, signed & enclosing documents.	Yes/No
7.	Annexure – II, Form-V: Experience of Forensic Team members associated with the Firm, duly filled, signed & enclosing documents.	Yes/No
8.	Annexure – II, Form-VI: No. of Partner /staff/ audit staff Graduate and above, duly filled, signed & enclosing documents.	Yes/No
9.	Annexure – II, Form-VII: Office Infrastructure, duly filled, signed & enclosing documents.	Yes/No
10.	Annexure – II, Form-VIII: Description of Approach, Methodology and Work Plan for Performing the Assignment	Yes/No
11.	Annexure – II, Form-IX: Any other Information that Bidder would like to furnish	Yes/No
12.	Annexure – III: Format of Agreement, duly initialled	Yes/No
13.	Annexure – IV: Financial Bid cover letter & Format, duly filled, signed	Yes/No

14.	Annexure –V: Self-declaration, duly filled, signed	Yes/No
15.	Annexure-VI: Bidder’s Authorization Certificate	Yes/No
16.	Annexure-VII: Financial Bid Format, separately submitted on e-proc	Yes/No
17.	ANNEXURE-VIII: Bank Guarantee Format – Performance Security (PBG)	Yes/No
18.	Annexure –IX: Annexure A to Annexure C as per instructions of circular no. 3/2013 dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, duly initialled	Yes/No
19.	Proof of payment of Tender fee and e-tender processing fee and bid security deflation (Scanned copy of DD/Banker Cheque to be uploaded and original DD/Bank cheque and declaration certificate of Bid Security to be submitted physically as per NIP)	Yes/No
20.	Power of Attorney issued by the on non- judicial stamp paper of appropriate value as per Indian Stamp Act 1899, relevant to place of execution signed by the respective Managing Director or Board Resolution and authorization letters of Board of Directors of the companies.	Yes/No
21.	Self-Declaration for undertaking of “No Conflicts of Interest”	Yes/No

**ANNEXURE – II, FORM-I DECLARATION FOR ACCEPTANCE OF
TERMS & CONDITIONS OF THE RFP**

Date:

We,.....having our office at_____, agree to all the Terms & Conditions of the Request For Proposal issued by Procuring entity for selection of forensic auditor for Raj-RERA.

We, the undersigned, offer to provide the Forensic Audit services in accordance with your Request for Proposal no._____ dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, we are hereby agree for providing Forensic Audit services during the FY 2024-25 & 2025-26.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – II, FORM-II BIDDER’S PROFILE AND DOCUMENTS
TO SUBSTANTIATE ELIGIBILITY OF THE BIDDER

S. N o	Name of the Work	FOR THE WORK OF FORENSIC AUDITOR FOR RAJ-RERA	
1.	Name of the Bidder Firm		
2.	Date when incorporated/ Registered.		
3.	Profile of the Firm		
4 A	Registered Office Address (With Pin Code)		
	Telephone Nos. (With STD Code)		
	Fax Nos. (With STD Code)		
	E-mail ID		
	Website		
4 B	Functional/ Branch Office in Rajasthan (Address or Undertaking)		
5	GST Registration No.		
6	PAN Card No.		
7 A	Name of the Partners of the firm		
7 B	Address		
8	Name and designation of the person who is authorized to sign the RFP document (As per Power of Attorney)		

9	RFP Document Fee (Details of the Cash/DD/Bankers cheque)	
10	RISL Fee (Details of the Cash/DD/Bankers cheque)	
11	Bid Security (Details of the Cash/DD/Bankers cheque)	
12	Certificate(s)/ document(s) of satisfactory completion of the work(s) to prove experience	Attached at Page No____to Page No._____
13	Audited A/c <u>OR</u> Income Tax Returns (ITR) clearly showing the amount of turnover	Attached at Page No____to Page No._____

We hereby certify that our organisation has neither been black listed nor our contracts have been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2024 and during current financial year till date of proposal submission, due to non-fulfilment of contractual obligations.

Date

Signature

Place

Name

Seal of Authorised Signatory

Note: Additional pages, duly signed may be attached wherever necessary.

Annexure – II, Form-III: Bidder's Organization and Experience

A - Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

B - Bidder's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as one of the major companies within an association, for carrying out Auditing services similar to the ones requested under this assignment]

[This form shall be used for both the kind of experiences, i.e., Audit Experience / Forensic Audit Experience]

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Address:	Amount of Auditing fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Auditor, if any:	No. of professional man-months provided by associated Auditors:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	

Annexure – II, Form-IV: Bidder's Financial Turnover

Name of Firm	Financial Year	Annual Turnover	Supporting Documents if any
	2021-2022		Audited P & L Account & BS
	2022-2023		Audited P & L Account & BS
	2023-2024		Audited P & L Account & BS
	Average Turnover		

**Annexure – II, Form-V: Experience of Forensic Team members
associated with the Firm**

Name of Associate employee/ Chartered Accountant	Membership No.	Year of Qualification	No. of a complete year of experience as on date of submission of RFP	Supporting Documents if any

Annexure – II, Form-VI: No. of Partner /staff/ audit staff Graduate and above

Name of Audit Staff	Qualification	Year of Qualification	No. of a complete year of experience as on date of submission of RFP	Designation	Supporting Documents if any
					ICAI Firm Registration Certificate/ Membership Degree / Organization Chart

Annexure – II , Form-VII: Office Infrastructure

S. No.	Address of Office	City	Whether in Rajasthan or Not	Supporting Documents if any
				Firm Registration Certificate

Annexure – II , Form-VIII: Description of Approach, Methodology and Work Plan for Performing the Assignment

Approach, methodology and work plan are key components of the Proposal. You are suggested to present your Proposal (Maximum 15 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Approach and Methodology,

b) Organization and Staffing,

a) Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.

Annexure – II , Form-IX:: Any other Information that Bidder would like to furnish

S. No.	Particular	Detail	Supporting Documents if any

ANNEXURE-III -FORMAT OF AGREEMENT FOR FORENSIC AUDIT

This AGREEMENT is made on this _____ day of _____ two thousand _____ between RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, a Authority having its office at 2nd and 3rd Floor, RSIC Wing, Udhog Bhawan, Tilak Marg, C-Scheme Jaipur (Raj.)- 302005 (Raj.) hereinafter called “**RAJ-RERA**” of the one part, represented by _____ (name and designation of representing officer), RAJ-RERA, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

And _____ (Name of the successful bidder) of the other part, hereinafter called the “**Forensic Auditor of Raj-RERA**” represented by _____ (name and designation of representing officer), (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees).

WHEREAS

- (A) RAJ-RERA requires services from Bidders to carry out Forensic Audit/ Inquiry/Special Audit/ Audit of compliance under Section 4(2)(l)(D) of Regulations/ Complaint specific audit of Real Estate Project/Promoters, as defined in the RFP document attached to this Agreement (hereinafter called the “Work”).
- (B) the Agency, having represented to RAJ-RERA that they have the required professional skills, personnel and technical resources, have been selected to complete the Work on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The RFP Document **F: 1(360) RJ/RAJ-RERA/F Audit/2024 /** in its entirety along with all its Annexures, Appendices, etc.
 - (ii) Addendum and/or Corrigendum to the RFP Document if issued by RAJ-RERA.
 - (iii) The proposal submitted by the Bidder pursuant to this RFP and further negotiation letters, if any.

(iv) The Letter of Award issued by RAJ-RERA in favour of the selected Bidder.

2. Duration of contract

The contract shall be for **two financial years** from the date as per LOA, which may be extended as per terms and conditions of RTPP Act/Rules, at the behest of RAJ-RERA, depending upon the requirement and administrative convenience of RAJ-RERA in mutual agreement with the Selected Bidder.

The mutual rights and obligations of RAJ-RERA and the Agency shall be as set forth in the above documents, and in particular:

- a) The selected Bidder shall provide the services as per the Scope of Work as specified in the RFP document and shall fulfil its obligations towards RAJ-RERA specified therein, in conformity with the time schedule stated therein. Further, the Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The selected Bidder shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Contractor to RAJ-RERA, and shall at all times support and safeguard RAJ-RERA's legitimate interests in any dealings with third parties; and
- b) RAJ-RERA will make payments to the selected Bidder in accordance with the Letter of Award.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory
For RAJASTHAN REAL
ESTATE REGULATORY
AUTHORITY

Witness:

- a) Name and Address
- b) Name and Address

Authorised Signatory
For _____(Agency)

Note: This agreement should be executed on a non-judicial stamp paper, stamped in accordance with the Indian Stamps Act.

Annexure-IV: FINANCIAL BID COVER LETTER & FORMAT

{to be submitted by the bidder on his Letter head}

To,

{},

Reference: NIB No. : _____

Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the scope of work prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as asked in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the schedule of Requirements mentioned in scope of work.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of **90 days** after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE-V: SELF-DECLARATION {to be filled by the bidder}

To,

{},

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,: -

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the ;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last three years
- e. does not have any debarment by any other
- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. will comply with the code of integrity as specified in the bidding document.
- j. will deploy all the asked resources dedicatedly to this project only.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-VI: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

{},

_____ ,

_____ ,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE –VII : FINANCIAL BID FORMAT

Note: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Name of Work: RFP for Forensic Audit for Rajasthan RERA

Bidder Name:

BoQ<<To be uploaded on Rajasthan eProcurement Portal >>

Sr. No.	Item Description	Unit	Unit Rate including all taxes levies and duties but excluding GST(in INR)	GST for unit rate (@18%) In INR	Total Amount including all taxes
A	B	C	D	E=D*18%	F=C*E
1 A	Promoter's Project Cost upto 50 crore & audit upto 3 financial years	1			
1B	Cost of audit for additional Financial Year	1			
2 A	Promoter's Project Cost more than 50 crore to upto 100 crore & audit upto 3 Financial years	1			
2B	Cost of audit for additional Financial Year	1			
3A	Promoter's Project Cost more than 100 crore to upto 500 crore & audit upto 3 Financial years	1			

3B	Cost of audit for additional Financial Year	1			
4A	Promoter's Project Cost more than 500 crore & audit upto 3 Financial years	1			
4B	Cost of audit for additional Financial Year	1			
5	Total of All 1A+2A+3A+4A category rates				
	In words Rupee <hr/>				

Note: For purpose of financial evaluation point 5 of above table rates shall be considered.

**ANNEXURE-VIII: BANK GUARANTEE FORMAT –
PERFORMANCE SECURITY (PBG)**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Registrar,
Real Estate Regulatory Authority (RERA),
2nd & 3rd Floor, RSIC building, Udhyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Real Estate Regulatory Authority Rajasthan (hereinafter called "RERA") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Order No.....dated for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the Rajasthan RERA an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Rajasthan RERA. Any such demand made on the bank by the Rajasthan RERA shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Rajasthan RERA and We..... (Indicate the name of Bank), bound ourselves with all directions given by Rajasthan RERA regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the Rajasthan RERA any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before

any Court relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of Rajasthan RERA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Rajasthan RERA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the Rajasthan RERA that the Rajasthan RERA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Rajasthan RERA against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Rajasthan RERA or any indulgence by the Rajasthan RERA to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Rajasthan RERA in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Rajasthan RERA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the Rajasthan RERA to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Rajasthan RERA may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at

any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank>
(indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the Rajasthan RERA

For and on behalf of the Rajasthan RERA

ANNEXURE –IX -ANNEXURE A TO ANNEXURE C

(AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN)

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of the procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other .

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in

which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the as engineer-in-charge/consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to RAJ-RERA for procurement of.....
in response to their Notice Inviting Bids NoDated
I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the ;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers have not been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Chairman, RAJ-RERA, JAIPUR.**

The designation and address of the Second Appellate Authority is **RERA Authority, C/O Registrar Office JAIPUR.**

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the is in contravention of the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document, within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para(I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the , as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;

(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by a copy of the order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal, free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1

[See rule S3]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....

.....(Supported by an affidavit)

7. Prayer:.....
.....
.....

Place.....

Date

Bidder's Signature