

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**

**F.1 ( 45 ) RJ/RAJ-RERA/2019 /**

**Dated: 08/05/2020**

REQUEST FOR PROPOSAL  
(SECOND STAGE BIDDING)

FOR

ENGAGING AGENCY FOR PROVIDING MANPOWER SERVICES TO RAJ-RERA

**BID DOCUMENT**

<b>Mode of Bid Submission</b>	Online though e-Procurement system at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	<b>Registrar, Rajasthan Real Estate Regulatory Authority</b>
<b>Last Date &amp; Time for Submission of RFP</b>	<b>20.05.2020 at 02:00 PM</b>
<b>Date &amp; Time of Opening of RFP</b>	<b>20.05.2020 at 03:00 PM</b>
<b>Method of Procurement</b>	Two Stage Two Envelop Bidding

**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](mailto:REGISTRAR.RERA@RAJASTHAN.GOV.IN)**

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Rajasthan RERA

## Rajasthan Real Estate Regulatory Authority

2<sup>nd</sup> & 3<sup>rd</sup> Floor, RSIC Wing, Udyog Bhawan,

Tilak Marg, C-Scheme, Jaipur-302005

Phone No.: 0141-2851900 Website: <http://rera.rajasthan.gov.in/>

F.1 ( 45 ) RJ/RAJ-RERA/2019 /

Dated: 08/05/2020

### LETTER OF INVITATION

To,

1. M/s Balaji Securities Services Private Ltd,  
412, Navneet Plaza, 5/2, Old Palasia, Indore
2. M/s Professional Facility Management Services,  
B-87, Sadar Bazar, RIICO shopping complex, opp. RHB Bhiwadi, Alwar,  
Rajasthan
3. M/s Central for Development Communication & Studies,  
133, Devi Nagar, Nannu Marg, New Sanganer Road , Jaipur
4. M/s Prahalad Narayan Contractor,  
70, Dev Nagar, Rampura Road, Sanganer, Jaipur

**Subject: RFP for engaging agency for providing manpower services to Raj-RERA**

Dear Sir/ Madam,

Pursuant to your application in response to our Request for Qualification document (the "RFQ "), you have been shortlisted as a Bidder, in accordance with the provisions of the RFQ for the aforesaid services.

The RFP is being enclosed with a request to participate in the Bid Stage with the objective of submitting your financial proposal (the "Bid") for providing manpower services in accordance with the conditions of RFQ & RFP ("The bid document").

Please note that RAJ-RERA reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Encl.: As above

Yours faithfully,

(Ramesh Chandra Sharma)

Registrar

**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Real Estate (Regulation and Development) Act, 2016
<b>Agreement</b>	The Contract Agreement to be executed between RAJ-RERA and Agency, subsequent to the Letter of Award, as per the format at Annexure- II.
<b>Applicant</b>	The firm or company that has submitted proposal in response to the RFQ within the time prescribed for the purpose
<b>Agency/ Contractor</b>	The Agency/Contractor engaged pursuant to entire bidding process for providing the Services as per the Scope of Work defined in the Bidding document.
<b>Agency Personnel</b>	Shall mean and include all the employees, workers, agents etc., of Agency who may be engaged by the Agency (directly or indirectly) for rendering manpower services to RAJ-RERA, under the Agreement pursuant to this bidding process.
<b>Bidder</b>	An applicant who is responsive at RFQ stage and is issued RFP for seeking bid
<b>Bidding Document</b>	Entire conditions of RFQ and RFP and addendum issued pursuant thereto.
<b>LOA</b>	Letter of Award - Letter from RAJ-RERA to selected Agency/Bidder conveying selection and outlining the terms and rates for the services.
<b>RERA/ RAJ-RERA/ Authority</b>	RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, JAIPUR
<b>RTPP Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012
<b>RTPP Rules</b>	The Rajasthan Transparency in Public Procurement Rules, 2013
<b>Rules</b>	The Rajasthan Real Estate (Regulation and Development) Rules, 2017
<b>RFQ</b>	Request for Qualification
<b>RFP/Bid</b>	Request for Proposal
<b>Services</b>	Shall mean manpower support services to RAJ-RERA, Jaipur as mentioned in Scope of Work
<b>Total Cost of Assignment</b>	Shall mean and include and include monthly wages/ remuneration, employer contribution of EPF/ESI and service charges thereon.

## TERMS AND CONDITIONS OF RFP

### 1. BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.1. The Authority has adopted a two-stage process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Assignment. The first stage (the “Qualification Stage”) of the process involved qualification of interested parties in accordance with the provisions of RFQ. At the end of this stage, the Authority has qualified suitable Applicants who were eligible for participation in the second stage of the Bidding Process (the “Bid Stage”) comprising Request for Proposal.
- 1.2. Looking to the requirement for functioning of RAJ-RERA, the experienced personnel having knowledge in the position mentioned in the RFQ, are required to be engaged through outsourcing from the manpower providing agency.
- 1.3. In the Bid Stage, the aforesaid eligible Applicants at RFQ stage (the “Bidders”) are being called upon to submit their Bids in accordance with the RFP. The Bid/offer shall be valid for a period of not less than 90 (Ninety) days from the date specified in **Clause 2** of RFP for submission of bids (the “Bid Due Date”). The Bid Document shall also be available at e-procurement website <https://eproc.rajasthan.gov.in>, state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and RAJ-RERA’s website <http://RAJ-RERA.rajasthan.gov.in>.
- 1.4. The Bidding Documents include the terms and conditions, scope of work as defined in RFQ and RFP. The aforesaid documents and any addenda issued subsequent to this RFP Document will also be deemed to form part of the Bidding Documents.
- 1.5. Generally, the Preferred Bidder shall be the lowest Bidder of total cost of the assignment (the “most advantageous bidder”). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in provisions of **Clause 14.5** in this RFP, be invited to match the Bid submitted by the most advantageous bidder in case such Bidder withdraws or is not awarded the Assignment for any reason. In the event that none of the other Bidders match the Bid of the most advantageous bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.6. Bidders are strongly recommended to examine the scope of work & terms and conditions mentioned in RFQ and RFP in detail before submitting their respective Bids for award of the Assignment.
- 1.7. Submission of RFP proposal only through online process, as per clause 2, is mandatory for this RFP. RFP sent by Post, FAX or e-mail or presented in person shall not be considered.

**2. TIME SCHEDULE AND PROPOSAL DUE DATE**

2.1. Bidders are advised to adhere to the Schedule for submission of the Proposal as given below:

S.No	Events	Date & Time	Location
1.	Pre Bid Conference	14.05.2020 12.00 Noon	<b>By video conferencing in view of the partial lockdown as exlaimed in clause 5 of RFP.</b>
2.	Bid Due Date (BDD): Last Date & Time of Submission of on line Bid	20.05.2020 2.00 PM	<b><u><a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a></u></b>
3.	Date & Time of Opening of Bid on e-procurement portal	20.05.2020 3.00 PM	Office of Registrar <b>RAJ-RERA</b> , Room no 305, 3 <sup>rd</sup> Floor, RSIC wing, Udhog Bhawan, Tilak Marg, C-Scheme, Jaipur

2.2. Bidders (authorised signatory) shall submit their RFP proposal on-line in Electronic formats. Proposal should be submitted before the Bid Due Date (BDD) on portal <https://eproc.rajasthan.gov.in>.

2.3. 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 in BOQ format 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.

2.4. The Authority may, in its sole discretion, extend the Proposal Due Date uniformly for all bidders by issuing an Addendum.

**3. DUE DILIGENCE BY BIDDERS**

3.1. Bidders are advised to read the contents of both this RFP and the RFQ carefully in their entirety.

3.2. Bidders are encouraged to inform themselves fully about the assignment and the qualifications required for the personnel to be engaged with RAJ-RERA before submitting the Proposal.

3.3. Bidders shall submit their proposal as per BOQ under this RFP. The Authority would evaluate only those Proposals that are received online, within the specified time in the specified forms and complete in all respects.

**4. CORRESPONDENCE**

4.1. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“Tender for engaging agency for providing manpower services to Raj-RERA”**

All communications should be addressed to:

**REGISTRAR,  
RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,**

**2nd and 3rd Floor, RSIC Wing, Udhyog 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](mailto:eproc@rajasthan.gov.in)

## **5. PRE-BID CONFERENCE**

- 5.1. Pre-Bid Conference of the Bidders shall be convened at the designated date and time by video conferencing in view of the partial lockdown as mentioned in the Clause 2.1 of RFP. If, however, some Bidder finds it more convenient to attend the conference in person, he or his representative is welcome to attend it in the conference Room (Room No 311) of RAJ-RERA at its office address given on page 1 of RFP.
- 5.2. Bidders may send their queries on e-mail address of the Authority at any time before the conference.
- 5.3. During the course of Pre-Bid Conference also, the Bidders will be free to seek further clarifications and make further 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.
- 5.4. Details of the video conferencing arrangement will be communicated to the Bidders separately.

## **6. WORK SCHEDULE**

- 6.1. Deployment: Personnel shall be deployed as per qualifications and all terms and conditions set forth in the RFQ.
- 6.2. In reference to scope of work mentioned in clause 9 of the RFQ, the personnel shall be deployed by the agency on man-month basis, the working hours are normally 8 hrs per day and five days in a week, however, personnel may be asked to stay after office hours to complete the allotted work at scheduled time without claim for overtime payment. Similarly, if a personnel is asked to attend office on a Saturday, no overtime shall be paid.
- 6.3. Where a personnel is asked work on any day in excess of the number of hours constituting a normal working day in special circumstances for any additional work or to attend office on a Sunday, due to instructions of officer in-charge, RAJ-RERA will pay overtime for extra hours/ days so worked in excess as per provisions of the Rajasthan Labour laws.

## **7. RESPONSIBILITY OF RAJ RERA**

- 7.1. The Authority will provide furnished office space along with basic furniture to the Personnel of the Agency in RAJ-RERA office.
- 7.2. The Authority will provide uniform and name plate, as per requirement of RERA, for all or some of the Agency's personnel, to be deputed for the

Services. All such personnel would be putting on uniform with nameplates during office hrs.

## 8. INSTRUCTIONS TO APPLICANTS FOR RESPONSIBILITY OF AGENCY

- 8.1. The Bidder shall bear all costs associated with the preparation and submission of its proposal, and RERA shall not be responsible or liable for those costs, regardless of the outcome of the bidding process.
- 8.2. Quantities of personnel as mentioned in the Scope of Work in RFQ are tentative and approximate.
- 8.3. RFP filed after the Bid Due Date and time shall not be considered.
- 8.4. The bid should not contain any conditional offer. Bids containing such offers may be rejected.
- 8.5. Any action on the part of the bidder to influence any officer of RAJ-RERA or of canvassing in any form shall render the bid liable to rejection.
- 8.6. While submitting the Financial Proposal, the Bidder shall ensure the following:
  - 8.6.1. Bid should be filled (online only) in the prescribed Form for Price Schedule at Annexure-V.
  - 8.6.2. **Wages rates of personnel:**
    - 8.6.2.1. The fixed remuneration to be paid to the personnel shall be as decided by RAJ-RERA from time to time. The approximate remuneration of personnel to be deployed at various level is available at Annexure-I.
    - 8.6.2.2. List of personnel to be deployed is indicative and may have more positions as per requirement of RAJ RERA to be notified from time to time.
    - 8.6.2.3. The Agency will have to ensure that monthly wages/remuneration fixed by RAJ-RERA shall be paid timely to deployed personnel in their bank account directly. The payment will be made to personnel by the Agency for every month on or before 7<sup>th</sup> day of next month even if payment of its relevant bills by RERA is delayed. In case 7<sup>th</sup> day is holiday, payment would be made on the preceding working day of the month. No deduction except of applicable employee contribution of EPF/ESI shall be made by the Agency from the fixed wages/ remuneration.
    - 8.6.2.4. TDS deducted by RAJ-RERA will not be deducted from the wages/ remuneration of the personnel or recovered from them in any other manner. It will be adjusted by the Agency in its own IT Returns.
  - 8.6.3. **EPF/ESI:**
    - 8.6.3.1. Employer contribution of EPF/ESI shall be paid by RAJ RERA over and above actual fixed remuneration to be paid to personnel. According to the EPF scheme rules, it is mandatory for an employee to join the EPF scheme if his pay is less than or equal to Rs 15,000 a month or as amended from time to time by EPF/ESI regulatory body.



**8.6.4. Management Fee/Overheads:**

- 8.6.4.1. The Management Fee/Overheads as service charges shall be quoted by the Bidder in percentage of wages/remuneration in the prescribed format (BoQ) in Annexure V.
- 8.6.4.2. The Management Fee/Overheads so quoted in the Financial Proposal shall include all expenses incurred by the Bidder towards the Assignment, including, but not limited to, office overheads, Coordinator expenses, supervision charges, expenses of any certificate to be submitted for deployment of personnel, interest or any expenses of amount deposited towards performance security or any other liability, or any other expenses incurred by it in course of the assignment under this RFP. It shall also include profit of the Agency.
- 8.6.4.3. All calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down
- 8.6.5. The GST would be paid by the Authority over and above the Total Cost of Assignment, as per the applicable rates.
- 8.6.6. Costs shall be expressed in Indian Rupees only.

**9. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

- 9.1. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid as per the instructions/ procedure mentioned at e- Procurement website under the section "Bidder's Manual Kit".
- 9.2. Bids withdrawn shall not be opened and processes further.

**10. OPENING OF BIDS**

- 10.1. Bidders shall submit the financial proposal in the BOQ (the "Price Schedule") clearly indicating the cost of the personnel in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory.
- 10.2. The Authority shall open the bids online on e-procurement website on scheduled Bid Due Date, specified in the Clause 2.1 of this RFP, in the presence of the Bidders who choose to attend.
- 10.3. RFP for which a notice of withdrawal has been submitted shall not be opened.
- 10.4. The Authority will subsequently examine and evaluate Proposals in accordance with the provisions set out in clause 12 of the RFP.
- 10.5. Any information contained in the RFP shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it on the basis of such information.
- 10.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reason.

- 10.7. If any clarifications are considered necessary (for the proper evaluation of the bid), RAJ-RERA may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide such clarifications within the time specified by RAJ-RERA.

## **11. CLARIFICATIONS**

- 11.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its RFP. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 11.2. If any Bidder does not provide clarifications sought under Clause 11.1 above within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **12. EVALUATION & TABULATION OF FINANCIAL BIDS**

- 12.1. Subject to the provisions of “Acceptance of the Successful Bid and Award of Contract” below, the Authority shall take following actions for evaluation of financial Bids:-
- 12.1.1. Financial Bids of the bidders shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- 12.1.2. The process of opening of the financial Bids shall be similar to that of technical Bids.
- 12.1.3. The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- 12.1.4. Conditional Bids are liable to be rejected;
- 12.1.5. L-01 will be decided on the percentage value of Management Fee/Overheads as service charges on wages/remuneration (IN %) and the value should be more than zero.
- 12.1.6. Fee is to be charged by the Bidder as % of wages/remuneration being paid for the deployed personnel (Inclusive of employer contribution of EPF/ESI).
- 12.1.7. All calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

- 12.1.8. The Authority will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to the terms and conditions of the bidding document.
- 12.1.9. If it is found that the offered rates is not feasible as it does not meet the minimum expenditure as mentioned for Management Fee/ Overhead charges, RAJ-RERA may invite Bidder to submit detailed rate justification. If the same is not found acceptable, the lowest offer may be rejected and RAJ-RERA may declare the next lowest bidder/ offer as the Preferred Bidder/ offer or the Most Advantageous Bidder/ offer.

### **13. CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS**

- 13.1. The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
  - 13.1.1. 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;
  - 13.1.2. 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
  - 13.1.3. 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 13.1.1 and 13.1.2 above.

### **14. NEGOTIATIONS**

- 14.1. Negotiations may be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- 14.2. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 14.3. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of three days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to holding of negotiations.
- 14.4. 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.
- 14.5. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or 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 lowest or most

advantageous bidder, then to the third lowest or 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. This procedure would be used in exceptional cases only.

- 14.6. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## **15. EXCLUSION OF BIDS/ DISQUALIFICATION**

- 15.1. The Authority shall exclude/ disqualify a Bid, if: -
- a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation;
  - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete;
  - c. the Bid does not comply with the applicable laws or materially departs from the requirements specified in the bidding document (RFP and RFQ) or it contains false information;
  - d. 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 Authority or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process; or
  - e. the bidder, in the opinion of the Authority, has a conflict of interest materially affecting fair competition.
- 15.2. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered. Every decision of the Authority to exclude a Bid shall be for reasons to be recorded in writing and shall be communicated to the concerned bidder in writing and also published on the State Public Procurement Portal.

## **16. ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT**

- 16.1. The Competent Authority of RAJ RERA after considering the recommendations of the bid evaluation committee shall accept or reject the successful Bid.
- 16.2. Before award of the contract, the Authority shall ensure that the price of successful Bid is reasonable and consistent with the required qualifications.
- 16.3. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 16.4. The Authority 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 RFP 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 RFP for the assignment.
- 16.5. Prior to the expiration of the period of bid validity, the Authority shall inform the successful bidder, in writing, that its Bid has been accepted.

- 16.6. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by speed 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 within seven days from the date on which the letter of acceptance or letter of intent (LOI) is dispatched to the bidder.
- 16.7. 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 sent by email (if available) or posted 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.
- 16.8. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and performance security is obtained.

## **17. INFORMATION AND PUBLICATION OF AWARD**

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

## **18. RAJ RERA'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

- 18.1. The Authority 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.

## **19. PERFORMANCE SECURITY (PSD)**

- 19.1. Prior to execution of agreement, performance security shall be solicited from the successful bidder.
- 19.2. The amount of performance security shall be 5% of the amount of the contract value. Performance security shall be furnished in any one of the following forms: -
  - I. Demand 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, proforma of Bank Guarantee is attached at Annexure III;
  - IV. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Authority on account of bidder and discharged by the bidder in

advance. The Authority 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 Authority 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.

- 19.3. Performance security furnished in the form specified in clause II to IV of clause 19.2 above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.
- 19.4. Forfeiture of Performance Security: 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 work.
  - III. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 19.5. Notice will be given to the bidder with reasonable time before PSD (Performance Security) deposited is forfeited.
- 19.6. No interest shall be payable on the PSD.

## **20. EXECUTION OF AGREEMENT**

- 20.1. A procurement contract shall come into force from the date on which the agreement is signed.
- 20.2. 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.
- 20.3. If the bidder whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, RERA shall take action against the successful bidder as per the provisions of the RFP and RTPP Act/ RTPP Rules. The Authority may, in such case, cancel the procurement process or 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 RFP.
- 20.4. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

## **21. CONFIDENTIALITY:**

- 21.1. 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, RAJ RERA 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 commercial interests

- of bidders;
- D. affect the legitimate commercial interests of RAJ RERA in situations that may include when the procurement relates to a project in which RAJ RERA is to make a competitive bid, or the intellectual property rights of RAJ RERA.
  - E. RAJ RERA 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.
  - F. RAJ RERA 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 may lead to A, B, C or D above.
  - G. In addition to the restrictions specified above, RAJ RERA, while procuring a subject matter of such nature which requires RAJ RERA to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## **22. CANCELLATION OF PROCUREMENT PROCESS**

- 22.1. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the Authority from initiating a new procurement process for the same assignment, if required.
- 22.2. The Authority 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 clauses 22.5 and 22.6 below.
- 22.3. The Authority shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- 22.4. The decision of the Authority to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- 22.5. If the bidder whose 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 Authority may cancel the procurement process.
- 22.6. If a bidder is convicted of any offence under the Act, the Authority 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 Authority and the convicted bidder.



## **23. INTERFERENCE WITH PROCUREMENT PROCESS**

- 23.1. Bidder, who: -
- a. withdraws from the procurement process after opening of financial bids;
  - b. withdraws from the procurement process after being declared the successful bidder;
  - c. fails to enter into procurement contract after being declared the successful bidder;
  - d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

## **24. OTHER TERMS AND CONDITIONS:**

- 24.1. In case of ambiguities or discrepancies between this RFP and the RFQ, the RFP conditions shall prevail.
- 24.2. Subject to the provisions of Clause 24.1, all terms and conditions, format of acceptance of technical terms and conditions, procedure of appeal and other provisions set forth in the RFQ shall be applicable and form part of this RFP for submitting the proposal.
- 24.3. All terms and conditions and provisions set forth in the RTPP Act/ Rules shall also be applicable mutatis mutandis.



**CHECK LIST OF DOCUMENTS TO BE ENCLOSED**

**LIST OF DOCUMENTS TO BE SUBMITTED AS RFP**

<b>S. No.</b>	<b>Proposal will contain the following documents :</b>	<b>Whether enclosed</b>
1.	All pages of this RFP duly filled in and digitally signed by the Authorised Signatory of the Bidder firm.	Yes/No
2.	ANNEXURE-I: WAGE RATES (REMUNERATION) OF PERSONNEL	Yes/No
3.	ANNEXURE – II: FORMAT OF AGREEMENT	Yes/No
4.	ANNEXURE- III : BANK GUARANTEE FOR THE PERFORMANCE SECURITY OR ANY OTHER FORM OF PSD	Yes/No
5.	ANNEXURE- IV : FORMAT OF FINANCIAL UNDERTAKING	Yes/No
6.	ANNEXURE V: PRICE SCHEDULE (BOQ FORMAT)	Yes/No

**ANNEXURE-I-  
WAGE RATES (REMUNERATION) OF PERSONNEL**

Item No.	Position	Approximate requirement (Nos)	Man-month Rate	Total Amount (Rs.)
1	2	3	4	5= (3*4)
<b>A</b>	<b>COST OF PERSONNEL</b>			
<b>i.</b>	Architect/ Town Planner	4	35000	140000
<b>ii.</b>	Sr. Law Officer	1	40000	40000
<b>iii.</b>	Law Officer	2	30000	60000
<b>iv.</b>	Protocol Officer	1	25000	25000
<b>v.</b>	Private Secretary	2	35000	70000
<b>vi.</b>	Steno	2	18000	36000
<b>vii.</b>	Sr. Assistant	5	18000	90000
<b>viii.</b>	Jr. Assistant	5	10000	50000
<b>ix.</b>	Draftsman/ Auto Cad Operator	3	15000	45000
<b>x.</b>	Computer Operator	10	10000	100000
<b>xi.</b>	Technician	1	8000	8000
<b>xii.</b>	Driver	1	15000	15000
<b>xiii.</b>	Telephone Operator/ Receptionist	1	10000	10000
<b>xiv.</b>	Multi Tasking Staff	10	8000	80000
<b>xv.</b>	Office Boy/ Messenger/ Cycle sawar with bicycle/motor cycle	2	7500	15000
<b>xvi.</b>	Security Guard / Choukidar	5	7000	35000
<b>xvii.</b>	Sweeper	2	6500	13000
	<b>ESTIMATED TOTAL COST OF PERSONNEL (IN REPEES) = A (i) to A (xvii)</b>			<b>832000</b>
<b>B</b>	<b>Estimated Employer Contribution of EPF/ ESI [calculated only on amount of Rs 3,71,000 for A(viii) to (xvii) category] EPF-13% &amp; ESI 3.25%</b>			EPF: Rs 48230 ESI: Rs 12058
	<b>TOTAL ESTIMATED AMOUNT PER MONTH (A+B)</b>			<b>Rs 8,92,288 Say Rs 8.92 Lakh</b>

Note:

1. The number of personnel tentatively required at each level is given above. The

requirement is indicative only and may increase or decrease during the period of contract depending upon the exigency of work. RAJ-RERA will pay on the basis of actual deployment demanded by and provided to it.

2. Employer contribution of EPF/ESI has been shown as per prevailing rates. However, if any change is made by the Government in future, payment will be made accordingly.
3. The Agency will have to ensure that monthly wages/remuneration fixed by RAJ-RERA shall be paid timely to deployed personnel in their bank account directly. The payment will be made to personnel by the Agency for every month on or before 7th day of next month even if payment of its relevant bills by RERA is delayed. In case 7th day is holiday, payment would be made on the preceding working day of the month. No deduction except of applicable employee contribution of EPF/ESI shall be made by the Agency from the fixed wages/ remuneration. If the Agency is found to be defaulter then it shall be considered as breach of contract and penalty shall be imposed as per terms of RTPP Act/ Rules.
4. The Agency shall furnish to RAJ-RERA proof of payment of wages, EPF, and ESI contributions in respect of its employees deployed to discharge its obligations under this Agreement along with relevant returns. In case of any default, RAJ-RERA will deduct the dues from subsequent bills and release the balance amount to the Agency.

Accepted by the Bidder

## ANNEXURE-II –FORMAT OF AGREEMENT

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 “**AGENCY**” 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 the Services of an Agency for Providing Manpower Services to RAJ-RERA, as defined in the Bidding Document (RFQ and RFP) 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 Bidding Document (RFP& RFQ) **F: 1( 45 ) RJ/RAJ-RERA/2019** / in its entirety along with all its Annexures, Appendices, etc.
  - (ii) Addendum and/or Corrigendum to the RFP/RFQ Document, if issued by RAJ-RERA.
  - (iii) The bid submitted by the Agency pursuant to this RFP and further clarifications/negotiation letters, if any.
  - (iv) The Letter of Award issued by RAJ-RERA in favour of the Agency.
  - (v) Terms and Conditions of RFP(Forming part of the Bidding Document)

## 2. Duration of contract

The contract shall be for **two years** from the date of commencement of services as per LOA, which may be extended for a further period of one year or part thereof, at the behest of RAJ-RERA, depending upon the manpower requirement and administrative convenience of RAJ-RERA, in mutual agreement with the Agency.

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 Agency shall provide the services as per the Scope of Work as specified in the RFQ 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 Agency 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 Agency 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

Authorised Signatory  
For \_\_\_\_\_(Agency)

Witness:

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

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

**ANNEXURE – III- PROFORMA OF BANK GUARANTEE FOR THE  
PERFORMANCE SECURITY**

(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,  
RAJASTHAN REAL ESTATE REGULATORY AUTHORITY  
2nd and 3rd Floor, RSIC Wing, Udhyog Bhawan,  
Tilak Marg, C-Scheme  
Jaipur (Raj.)-302005

Sir,

1. In consideration of RAJ RERA (hereinafter called "the Authority") having agreed to exempt M/s .....(hereinafter called "the Agency" from the demand, under the terms and conditions of an Agreement No.....dated made between RAJ RERA through ..... and .....(Agency) for the services.....(hereinafter called "the said Agreement") of Performance security for the due fulfilment by the said Agency of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Agency, do hereby undertake to pay to RAJ 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 RAJ RERA. Any such demand made on the bank by RAJ 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 RAJ RERA and We(Indicate the name of Bank), bound ourselves with all directions given by RAJ 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 RAJ RERA any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. 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 RAJ RERA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RAJ RERA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5. We .....(indicate the name of Bank) further agree with RAJ RERA that the Authority 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 Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by RAJ RERA against the said Agency 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 Agency or for any forbearance, act or omission on the part of RAJ RERA or any indulgence by RAJ RERA to the said Agency 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 Agency.
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of RAJ RERA in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by RAJ RERA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees. only).
9. It shall not be necessary for RAJ RERA to proceed against the Agency before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which RAJ RERA may have obtained or obtain from the Agency.
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

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) ..... (2)

.....  
.....  
.....

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning LOA reference and Agency name, directly to RAJ-RERA at the following address:

Registrar

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

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

Tilak Marg, C-Scheme

Jaipur (Raj.)-302005



#### **ANNEXURE-IV -FINANCIAL UNDERTAKING**

I/We have clearly understood all the terms and conditions of the RFQ & RFP (The Bid Document) and agreement etc. and agree to undertake the supply of manpower as per qualifications mentioned in the RFQ.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid Document, agreement and the conditions of applicable laws during entire contract period.

I/We will furnish the prescribed performance security amount of 5% of the amount of the Contract value, within seven (7) days of the acceptance of my/our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid document and my/ our Bid security will stand forfeited if I/ we fail to furnish the prescribed performance security and also enter into agreement within seven (7) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions of the agreement. In the event of non-fulfilment of contract by me/us, my/our Performance Security amount or any amount available with the Authority is liable to be forfeited, award of supply contract is liable to be cancelled besides blacklisting me/us.

Authorized Signatory Name:

Designation:

**ANNEXURE – V- PRICE SCHEDULE (BOQ FORMAT)**

Tender Inviting Authority: **Registrar, Rajasthan Real Estate Regulatory Authority**

Name of the work: **RFP FOR ENGAGING AGENCY FOR PROVIDING MANPOWER SERVICES TO RAJ-RERA (SECOND STAGE)**

**NAME OF THE BIDDER FIRM:** \_\_\_\_\_

(The BOQ document 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)

1. We agree to abide by all the terms and conditions mentioned in the RFP & RFQ document, all pages of which have been read, understood and hence signed by us in token of acceptance of the Terms and Conditions mentioned therein.
2. GST would be paid by the Authority over and above the Total Cost of Assignment at the applicable rates.
3. Income Tax and all other applicable taxes/ statutory liabilities (except GST, EPF/ESI) will be borne by the Agency from the service charges. TDS will be deducted as per rules from the monthly bill amount.
4. L-01 will be decided on the percentage value of Management Fee/Overheads as service charges on wages/remuneration (IN%) and the value should be more than zero.
5. Fee is to be charged by the bidder as % of wages/remuneration being paid for the deployed personnel(Inclusive of employer contribution of EPF/ESI)
6. All calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.
7. All amounts shall be expressed in Indian Rupees.
8. Non feasible rates shall not be accepted; bidder shall offer Management fee/ overheads as service charges considering all components of expenses of the Agency for /his assignment.

Item No.	Description	Estimated amount of monthly wages/ remuneration including employer contribution of EPF/ESI (Rs)	Service charges on monthly wages/remuneration in % (to be quoted by the bidder in % only and the value should be more than zero). Please specially refer to clause 8.6.4 of RFP	Service charges total amount (Rs.)	Total Cost of Assignment	GST in % on col. 6	TOTAL GST (Rs)	Total Amount including taxes
1	2	3	4	5=3*4	6=3+5	7	8=6*7	9=6+8
i.	Hiring of Manpower Services as per Annexure-I	8,92,000						
	In words:							

We agree to abide by all the terms and conditions mentioned in the RFP & RFQ document, all pages of which have been read, understood and hence signed by us in token of acceptance of Terms and Conditions mentioned therein.

Date: \_\_\_\_\_ Signature of Bidder \_\_\_\_\_  
(Authorised signatory)  
seal: \_\_\_\_\_

**Note:**

- 1. Bid parameter is only col. 4 above.**
- 2. Estimated monthly amount of wages/ remuneration indicated in col 3 above will be paid by RERA on the basis of actual man-month deployed.**
- 3. GST will be paid by RERA as per the rate applicable from time to time.**