

Price Rs. 1000/-

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

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

Dated: 24/01/2020

REQUEST FOR QUALIFICATION
(FIRST STAGE PROPOSAL)
FOR
ENGAGING AGENCY FOR PROVIDING MANPOWER
SERVICES TO RAJ-RERA

RFQ DOCUMENT
(Only Technical Proposal)

Mode of Bid Submission	Online though e-Procurement system at https://eproc.rajasthan.gov.in
Procuring Authority	Registrar, Rajasthan Real Estate Regulatory Authority
RFQ/Bid Document Fee	Rs 1000/-
Pre Proposal Conference	30.01.2020 at 12.00 Noon
Last Date & Time for Submission of First Stage Proposal	07.02.2020 at 02:00 PM
Date & Time of Opening of First Stage Proposal	07.02.2020 at 03:00 PM
Method of Procurement	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

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1. NOTICE INVITING PROPOSALS

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY (RAJ-RERA) is in the process of engaging a reputed, well established, experienced and financially sound Manpower Service Provider Agency. We hereby invite online technical proposal from prospective applicants for engagement of their services for a period of two years through this Request for Qualification (RFQ).

- i. The complete RFQ document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested applicants will have to submit their technical proposal in electronic formats on this website with their digital signatures. The complete RFQ 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.
- ii. Applicants 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, **applicants will have to obtain Digital Signatures (class 2 / class 3 category) issued by a licensed Certifying Authority for e-tendering portal**. Applicants 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.
- iii. Schedule to the invitation of RFQ:

S. No.	Item	Particulars
a)	Designation and address of the Procuring entity	Registrar, RAJ-RERA, 2nd & 3rd Floor, RSIC Wing, Udhog Bhawan, Tilak Marg, C-Scheme, Jaipur PIN-302005 (Raj.)
b)	RFQ No	F:1(45) RJ/RAJ-RERA/2019/ Dated: 24/01//2020
c)	Name of work	Agency for Providing Manpower Services to RAJ-RERA
d)	Estimated Cost of the assignment	Rs 2,00,00,000 (Including Management cost, statutory charges & GST)
e)	Cost of RFQ Document (Non-Refundable)	Rs. 1000 (Rupees One Thousand Only)
f)	e-tender Processing Fee (Non-Refundable)	Rs. 1000 (Rupees One Thousand Only)
g)	Bid Security Amount	Rs. 4,00,000 (Rupees Four Lakh only)
h)	Date of issue	24.01.2020
i)	RFQ Download Start Date	25.01.2020 at 6.00 PM
j)	Pre Proposal Conference Date: Time: Place:	30/01/2020 12.00 Noon Conference Room of RAJ-RERA, 3rd Floor, RSIC Wing, Udhog Bhawan, Tilak Marg, C-Scheme, Jaipur PIN-302005 (Raj.)

S. No.	Item	Particulars
k)	Online RFQ submission Start Date / Time	26.01.2020 at 9.00 PM
l)	Last date and time for Online RFQ submission	07.02.2020 at 2.00 PM
m)	Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in RAJ-RERA office	07.02.2020 at 03.00 PM
n)	RFQ proposal Opening Date / Time	07.02.2020 at 3.00 PM
o)	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
p)	Websites for Online RFQ proposal Submission	https://eproc.rajasthan.gov.in
q)	Duration of contract	Two years from date of commencement of the service.

Note:

1. The RFQ proposal will be opened on the specified date & time in presence of Applicants or their authorized representative who choose to attend. In the event of the date specified for RFQ proposal receipt and opening being declared as a government holiday the due date for opening of RFQ 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 RFQ document terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of RFQ proposal opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. Physical submission of RFQ proposal is not allowed.
4. RAJ-RERA will not be responsible for any delay in submission of online RFQ 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.
Applicant	The firm or company which submits proposal in response to this RFQ 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 RFQ document.
Agency Personnel	Shall mean and include all the employees, workers, agents etc., of Agency who may be engaged by the Agency (directly or indirectly) for providing the manpower services to RAJ-RERA, Jaipur, under the Agreement pursuant to this bidding process.
Bidder	An applicant who is responsive at RFQ stage and is issued RFP for seeking bid
LOA	Letter of Award - Letter from RAJ-RERA to selected Agency/Bidder conveying selection and outlining the terms and rates for the services.
RERA/ RAJ- RERA/ Authority	RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, JAIPUR
Services	Shall mean manpower 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
RFQ	Request for Qualification

3. ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	The bidder firm should be in existence at least for last Five years excluding the current financial year (on or before 01.04.2019) & should be in business of providing of manpower services.	a. Registration certification of the firm/ Partnership deed etc. b. Articles of Association & Memorandum of Association (if applicable) c. Income Tax Registration (PAN) d. GST Registration
ii.	Bidder should neither be a black listed firm nor should its contracts have been terminated/foreclosed by any company / department during last 3 financial years ending 31.03.2019 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).
iii.	Either the Registered Office or the functional Branch Office of the Agency with a telephone / mobile connection should be located in Jaipur on the last date of bid submission or it should be willing to open office before execution of contract agreement.	Landline Telephone/ mobile bill/ copy of registration certificate of office in Jaipur/ Rent Agreement/ Lease Agreement/ Electricity bill / Water bill etc. in the name of Applicant firm. Note: If the Applicant firm does not have registered or functional Branch Office in Jaipur then it will have to submit an undertaking (on its letter head along with the bid) for willingness to open office at Jaipur before execution of contract agreement and shall establish office in Jaipur & submit relevant document before execution of contract agreement.
iv.	The bidder should have the following registrations: a) Registration certificate and Licence Number under Contract Labour (Regulation & Abolition) Act, 1970 b) Under Employees' Provident Funds and Miscellaneous Provisions Act, 1952. c) Under Employees' State Insurance Act, 1948. d) Registration under GST	Self attested copy of the each document/ certificate for (a) to (e) , in the name of Bidder Firm (not in individual name).

S. No.	Eligibility Criteria	Documents required to substantiate the same
	<p>e) Registration under Rajasthan Shops and Commercial Registration Establishment Act, 1958</p> <p>or</p> <p>Registration under Indian Partnership Act 1932</p> <p>or</p> <p>Registration under Indian Companies Act, 1956</p>	
v.	<p>The bidder firm should have the experience of manpower supply (<i>i.e., the bidder firm should have the experience of providing manpower to the organization who has placed the work order</i>). At least three works for outsourcing of minimum 40 nos. manpower simultaneously for a minimum period of two years with contract amount ≥ Rs. 100 lakh (excluding service tax/GST) to reputed Public Sector Companies/Banks /Central or State Government Departments any time during the past 5 years, excluding the current financial year (<i>i.e., 2014-15 to 2018-19</i>).</p>	<p>Certificate(s)/ document(s) of satisfactory completion of the work(s) issued by the authorised signatory of the client clearly mentioning:</p> <ol style="list-style-type: none"> 1. Period of the work 2. Number of manpower supplied 3. Amount paid for the work, and 4. Satisfactory completion of the work
vi.	<p>The firm's annual turnover should not be less than Rs. two crore per year in any two financial years out of the preceding five financial years (<i>i.e. 2014-15 to 2018-19</i>).</p>	<ul style="list-style-type: none"> • Audited Profit and Loss A/c <u>OR</u> • Income Tax Returns (ITR) clearly showing the amount of turnover <u>OR</u> • Certificate from a Chartered Accountant certifying the turnover.

Note: All requisite documents submitted for eligibility criteria must be clearly legible and must clearly mention the information required.

4. SUBMISSION OF PROPOSAL

- i. The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Services. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties/ Applicants who make an Application in accordance with the provisions of this RFQ.
- ii. At the end of this stage, the Authority expects to announce a shortlist of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the "Request for Proposals" or "RFP").
- iii. Submission of RFQ proposal only through online process is mandatory for this RFQ. RFQ sent by Post, FAX or e-mail or presented in person will not be considered.
- iv. The Applicant 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 RFQ from this site.
- v. To participate in online RFQ proposal submission process, Applicants 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. Applicants can procure the same from any licensed Certifying Authority for e-tender portal. Applicants who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- vi. Applicants (authorised signatory) shall submit their RFQ proposal on-line in Electronic formats. The RFQ proposal should also contain scanned copy of DD/Bankers Cheque for RFQ proposal document Fee (Tender Fee) & e-tender Processing Fee and 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 RFQ, by the scheduled date and time as per NIP.

Registrar
RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,
2nd and 3rd Floor, RSIC Wing, Udhyog Bhawan,
Tilak Marg, C-Scheme
Jaipur (Raj.)-302005
- vii. RAJ-RERA will not be responsible for delay in online submission due to any reason. For this, applicants are requested to upload the complete RFQ 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.

viii. 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.

ix. The procedure for two stage bidding shall be as under:-

A. In the first stage of the bidding process:

- a) In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Services (RFP). The Authority is likely to provide a comparatively short time span for submission of the RFP.
- b) The proposal containing the professional and technical competence, qualifications of bidders regarding the subject matter of procurement and contractual terms and conditions of the proposed service;
- c) All first stage bids, which are otherwise eligible, shall be evaluated in accordance with the procedure laid down in RTPP rules and this RFQ proposal document, by the Procurement Committee;
- d) The committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions;
- e) In revising the technical design, stipulations, relevant terms and conditions of the procurement, the procuring entity shall not modify the fundamental nature of the procurement itself, but may add, amend or delete any specification of the subject matter of procurement or criterion for evaluation;
- f) The proposal should consist of a pdf copy of this 'Request for Qualification' with each page digitally signed by the Applicants in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, DD/BC/BG with annexures of RFQ duly filled in support of eligibility, Bid Security, RFQ proposal document fee (Tender Fee) and e-tender processing fee.
- g) All the Annexure shall be duly filled, signed & scanned (in pdf format) and after making digital signatures on each page, the same shall be submitted online at first stage.
- h) No price bid should be indicated at any place at the RFQ stage, otherwise the Proposal shall be summarily rejected.

B. In the second stage of the bidding process

- a) RAJ-RERA shall invite bids from all those applicants whose proposals at the first stage were not rejected, to present final bid with bid prices and detailed technical bid in response to a revised set of terms and conditions of the procurement;
- b) Any Applicant invited to bid but not in a position to supply the subject matter of procurement due to changes in the specifications, may withdraw from the bidding proceedings without liability of forfeiting bid security.

5. PRE-PROPOSAL CONFERENCE

- i. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place, as mentioned in the Notice Inviting Proposal (NIP). Applicants, who have downloaded the RFQ from the Website(s), may participate in the Pre-Proposal Conference.
- ii. During the course of Pre-Proposal Conference, the Applicants 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.

6. CORRESPONDENCE

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

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

7. COST OF RFQ DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE

- i. The complete RFQ proposal document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of RFQ Document (Document fee) is Rs. 1000/- 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 RFQ document fee is non-refundable.
- ii. In addition, E-tender processing fee of Rs. 1000 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.

8. BID SECURITY

- i. Bid Security / Earnest Money in the form of Demand Draft/Bankers Cheque of Rs. 4,00,000 (Rupees Four Lakh only) drawn on any Scheduled Bank in favour of RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, payable at Jaipur, shall form part of the proposal. The bid security can also be deposited in the form of Bank Guarantee (**valid up to 120 days from the Last date of RFQ proposal submission**) in the format enclosed at Annexure-IV drawn on any Scheduled Bank

- in favour of RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, payable at Jaipur
- ii. Any RFQ proposal not accompanied by valid Bid Security / Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
 - iii. The Bid Security / Earnest Money Deposit shall be forfeited in the following cases, namely :
 - a. when the Applicants/ Bidder withdraws or modifies its bid after opening of bids except the condition mentioned in the case of clause 4 (ix) B (b);
 - b. when the bidder does not execute the agreement, after placement of supply / work order within the specified period;
 - c. when the Selected bidder fails to commence the supply of the service as per supply / work order within the time specified;
 - d. when the Selected bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and Chapter VI of RTPP rules.
 - iv. The Bid Security / Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
 - v. The Bid Security / Earnest Money shall be returned promptly 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 successful bidder;
 - c. the cancellation of the procurement process;
 - d. the withdrawal of bid prior to the deadline for presenting bids; or
 - e. unsuccessful applicants at the completion of first stage
 - vi. If the successful Bidder fails to deposit the required performance security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid Security, in part or in full, at the discretion of RAJ-RERA.

9. SCOPE OF WORK

The tentative scope of work of this tender shall be as given below:

- i. The qualifications and work experience required for personnel to be deployed by the Agency is given in the table below.
- ii. The age of the personnel deployed by the Agency should be between 18- 50 years on 01.01.2020.
- iii. The number of personnel tentatively required at each level is given below. The requirement is indicative only and may further 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.

TECHNICAL REQUIREMENTS FOR THE MANPOWER TO BE DEPLOYED BY THE AGENCY:

Position	Category of Wages	Qualifications	Approx. Requirement
1	2	3	4
Architect/ Town Planner	Highly Skilled	Bachelor Degree in Architecture or Planning with a minimum 50% marks and with an experience of Three years in any Government Departments/ PSUs/Courts/ Authority of Govt/ Reputed Private Firm.	4
Sr. Law Officer	Highly Skilled	5-Year LLB in English Medium, should possess degree with 80 % marks or equivalent Grade Experience of Three years in any Government Departments/ PSUs/Courts/ Authority of Govt/ Reputed Pvt Firm	1
Law Officer	Highly Skilled	5-Year LLB in English Medium, should possess degree with 60 % marks or equivalent Grade	2
Protocol Officer	Highly Skilled	3-Year Experience of Protocol duties in or for any Government department/ PSU/ Court/Authority of Government /Reputed Pvt. firm	1
Private Secretary	Highly Skilled	(i) Efficiency in English 90 word per minute/ Hindi Steno 80 word per minute (ii) Efficiency in English/Hindi typing speed : In Hindi-30 WPM and in English– 60 WPM (iii)Should possess Internet and computer skills. (iv) experience of twenty years in any Government Departments/ PSUs/ Courts/ Authority of Govt. / reputed pvt firm.	2
Steno		(i) Efficiency in English 90 word per minute/ Hindi Steno 80 word per minute (i) Efficiency in English/Hindi typing speed : In Hindi-30 WPM and In English– 60 WPM (ii) Should possess Internet and computer skills. (iii) Experience of three years in any Government Departments/ PSUs/ Courts/ Authority of Govt/reputed pvt firm	2
Sr. Assistant (HR/IT/	Skilled	(i) Master's Degree or PG Diploma in related discipline with 50% marks ,	5

Position	Category of Wages	Qualifications	Approx. Requirement
1	2	3	4
Office Management/ Accts./ PR /Steno/ PA, etc.)		<p>or</p> <p>Graduate in any discipline with relevant technical qualification like “O” level course of DOEACC/Tally/ Diploma in Journalism, etc. or Professional qualification of relevant discipline like CA/ CS/ BCA/LLB/B.Tech/ BBA</p> <p>or</p> <p>Sr. Secondary with experience of file work of twenty years in any Government Departments/ PSUs/ Courts/ Authority of Govt/ reputed pvt firm</p> <p>(ii) Should possess Internet and computer skills</p>	
Jr. Assistant (HR/ IT/ Office Management/ Accts./ PR / Steno/ PA, etc.)	Skilled	<p>(i) Master's Degree or PG Diploma in related discipline,</p> <p>or</p> <p>Sr. Secondary with relevant technical qualification like “O” level course of DOEACC/ Tally/ Diploma in Journalism, etc. or Professional qualification of relevant discipline like CA/ CS/ BCA/LLB/B.Tech/ BBA,</p> <p>or</p> <p>Sr. Secondary with experience of Three years in any Government Departments/ PSUs/ Courts/ Authority of Govt/ reputed pvt firm</p> <p>(ii) Should possess Internet and computer skills.</p>	5
Draftsman/ Auto Cad Operator	Skilled	Diploma in Architecture or Interiors, I.T.I. Diploma or Training of Auto cad from training institute with a minimum 60% marks and with a experience of three years in any Government Departments/ PSUs/Courts/ Authority of Govt/ reputed pvt firm	3

Position	Category of Wages	Qualifications	Approx. Requirement
1	2	3	4
Computer Operator	Skilled	(i) Graduate in any discipline with minimum 50 % marks (ii) Efficiency in English/Hindi typing speed : In Hindi-30 WPM and in English– 60 WPM (iii) Should possess Internet and computer skills (iv) Experience of Three years in any Government Departments/ PSUs/ Courts/ Authority of Govt/ reputed pvt firm.	10
Technician	Skilled	ITI Certificate/ Polytechnic Diploma with minimum 50 % marks in relevant trade and with a minimum 3 years experience of Government Department / PSU/ Court/ Authority/ Govt Body/ reputed pvt firm	1
Driver	Skilled	(i) XII Passed (ii) Experience of at least five years of driving LMV with commercial LMV license (iii) Experience of Five years of work in or for any Government Departments/ PSUs /Authority of Govt.	1
Telephone Operator/ Receptionist	Skilled	Experience of Five years of work in or for any Government department/ PSU/Authority of Government	1
Multi Tasking Staff	Unskilled	(i) XII Passed (ii) Experience of Five years of work in or for any Government Departments/ PSUs/ Authority of Govt.	10
Office Boy/ Messenger/ Cycle sawar with bicycle/motor cycle	Unskilled	XII Passed	2
Security Guard / Choukidar	Unskilled	X Passed	5
Sweeper	Unskilled	VIII Passed	2

DUTY HOURS AND RESPONSIBILITIES

Position	Duty Hours	Responsibilities
1	2	3
Architect/ Town Planner	Min 8 hours daily, Five days per week.	Technical work of projects
Sr. Law Officer		Legal work of RAJ-RERA
Law Officer		Legal work of RAJ-RERA
Protocol Officer		Protocol work and other duties as instructed by the officer under whose control he is placed by RAJ-RERA
Private Secretary		Personal assistance, including dictation and office management, for Chairman, Member, or any officer under whose control he is placed by RAJ-RERA
Steno		Dictation work as instructed by the officer under whose control he is placed by RAJ-RERA
Sr. Assistant/ Jr Assistant		Office work as instructed by the officer under whose control he is placed by RAJ-RERA
Draftsman/ Cad Operator		Technical work as instructed by the officer under whose control he is placed by RAJ-RERA
Computer Operator		Computer work, primarily of processing documents, maintaining Online and Offline records and other work as instructed by the officer under whose control he is placed by RAJ-RERA
Technician		Maintenance of building/electrical/mechanical fittings/systems of RAJ-RERA office.
Driver		Driving RAJ-RERA's vehicle (s)
Telephone Operator/ Receptionist		Receive guest messages and deliver the same to the guests /Serve visitors by greeting, welcoming, and directing them appropriately
Multi Tasking Staff		Office support work of varied nature including photocopying and printing of documents as instructed by the officer under whose control he is placed, by RAJ-RERA
Office Boy/Messenger/ Cycle sawar with bicycle/ Motor cycle		To do sundry work, execute processes, deliver & receive post items, as per directions

Security Guard/ Choukidar		Security and watch & ward work
Sweeper		Cleaning and sweeping work

10. INSTRUCTIONS TO APPLICANTS

- i. The Applicant 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.
- ii. Quantities as mentioned in the Scope of Work above are tentative and approximate.
- iii. If any unauthorized change/deletion is made by the Applicant/bidder during the bid process and if the same is detected at any stage even after the award of the contract, full Bid Security Amount/Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- iv. Alterations or overwriting, if any, should be legible and signed by the Applicant/bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- v. RFQ proposal filed after the Proposal submission date and time shall not be considered.
- vi. If some of the document/annexure(s) is/are missing in the proposal, RAJ-RERA may reject the proposal.
- vii. The proposal should not contain any conditional offer. Proposals containing such offers may be rejected.
- viii. Any action on the part of the Applicant/bidder to influence any officer of RAJ-RERA or canvassing in any form shall render the proposal liable for rejection.
- ix. If required, the applicant may be called for presentation/briefing at a date and time to be decided later.
- x. Any Bid not supported by valid Bid Security, RFQ proposal document fee and e-tender processing fee, in acceptable form, will be liable to be treated as being non-responsive.
- xi. RFQ proposal should be completed in all respects and must be filed not later than the time and date indicated in this RFQ. RAJ-RERA may, at its discretion, extend this deadline for the submission of RFQ by amending the RFQ Document and in that case all rights and obligations of RAJ-RERA and the Applicants previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xii. The Applicant will be bound by the details furnished by him to RAJ-RERA while submitting the RFQ proposal or at subsequent stage. In case, any of such documents furnished by him is found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.
- xiii. RAJ-RERA may in its sole discretion and at any time during the process of bidding, disqualify any Applicant/bidder from the bidding process if the Applicant/bidder has –

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- b. Is found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- c. Submitted RFQ document, which is not accompanied by required documentation and Bid Security and RFQ document fee and e-tender processing fee.
- d. Failed to provide clarifications related to bid, when sought.
- e. Submitted more than one proposal. This will cause disqualification of all proposals submitted by such applicants except the last proposal received.

11. OPENING and EVALUATION OF PROPOSALS

- i. The Authority shall open the Proposals online on website at scheduled Proposal Due Date, specified in the Notice Inviting Proposals (Clause 1) of this RFQ at the place specified in Clause 6 in the presence of the Applicants who choose to attend.
- ii. Proposals for which a notice of withdrawal has been submitted shall not be opened.
- iii. The Authority will subsequently examine and evaluate Proposals in accordance with the provisions set out in clause 3.
- iv. Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- v. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Services are subsequently awarded to it on the basis of such information.
- vi. 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 Proposal(s) without assigning any reasons.
- vii. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude such information from computation of the Eligible Score of the Applicant.
- viii. If any clarifications are considered necessary (for the proper evaluation of the proposal), 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.

12. CLARIFICATIONS

- i. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. 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. As a part of the clarification process, the Applicants may also be required to make a presentation to the Authority.
- ii. If an Applicant does not provide clarifications sought under Clause 12(i) 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 Applicant shall be barred from subsequently questioning such interpretation of the Authority.

13. QUALIFICATION AND BIDDING

i. Short-listing and notification

After the evaluation of Proposals, the Authority would announce a list of shortlisted Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that have not been shortlisted / pre-qualified. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

ii. Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents (RFP).

Only shortlisted Applicants shall be invited by the Authority to submit their Bids for the Services.

iii. Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Proposal.

14. TERMS & CONDITIONS OF CONTRACT

14.1 GENERAL TERMS

- i. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFQ.

- 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 manpower and 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.
- iv. The Agency shall ensure that the individual manpower deployed in RAJ-RERA conforms to the technical specifications of age, educational and skill qualifications and experience prescribed in Clause 9 of this Bid Document.
- v. The Agency shall provide List of persons to be deployed to RAJ-RERA & ensure to have following documents of the persons deployed with it before the commencement of work:
 - a. Bio-data of the persons along with the certificates in respect of educational/professional qualifications, etc.
 - b. Matriculation certificate containing date of birth;
 - c. Detailed proof of identity like Aadhaar, driving license, bank account details, proof of residence and recent photograph.
 - d. Certificate of verification/ acknowledgement of deployed personnel by concerned Police Station.

Any subsequent changes should be informed immediately. Authorised person of RAJ-RERA will have right to inspect these documents as and when required.
- vi. The Agency will get Photo Identity Card-cum-Entry pass issued to the its personnel to be deputed for discharging Services, verified from the Authority.
- vii. The RERA will provide uniform for the Agency's personnel, to be deputed for the Services. All the junior level personnel would be putting on uniform with nameplates during office time.
- viii. Where an employee works on any day in excess of the number of hours constituting a normal working day, RAJ-RERA will pay overtime for extra hours so worked in excess at the overtime rates as per provision of Rajasthan Labour Act.
- ix. The Agency shall inform particulars (indicating the name, designation, wage rate, amount of PF both employer's contribution and employee's contribution as required) to its personnel deployed under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit a copy of the same duly acknowledged by the personnel to RAJ-RERA, for reference and records.
- x. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically fit immediately on receipt of such a request from RAJ-RERA.
- xi. The Agency shall be responsible for proper conduct of its personnel in RAJ-RERA office premises. In case of any damage/loss/theft etc. to the property of RAJ-RERA

- or any damage to the reputation of RAJ-RERA which is caused by the personnel deployed by the agency, the agency will be liable to make good the loss on the basis of the value of the property/damages on account of loss of reputation as determined by RAJ-RERA. The same shall be deposited by the Agency with RAJ-RERA or could be recovered from the performance guarantee/monthly payments due to the Agency.
- xii. The Agency's personnel working should be polite, energetic and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate action against such person, including their removal from site of work, if required by RAJ-RERA.
- xiii. The personnel deputed to RAJ-RERA shall not be changed by the Agency in the usual course, except in the event of any person leaving the job due to his/her personal reasons. In the latter case, the Agency shall immediately inform RAJ-RERA about the deployed personnel who have left the job. The Agency shall immediately provide equally or better qualified and experienced personnel to the satisfaction of RAJ-RERA.
- xiv. The Agency shall replace immediately any of its personnel who are found unacceptable to RAJ-RERA because of security risks, incompetence, conflict of interest, improper conduct, etc. upon receiving written notice from RAJ-RERA. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 500 per day per person up to maximum 5% of the Contract amount payable to the Agency.
- xv. The Agency shall immediately provide a substitute in the event of any personnel being not available for any reason. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 500 per day per person up to maximum 5% of the Contract amount payable to the Agency. The penalty shall be deducted from the management fee part payable to the Agency.
- xvi. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed by it and deployed in RAJ-RERA. The persons deployed by the agency in RAJ-RERA shall not be entitled to claim any Master and Servant relationship with RAJ-RERA.
- xvii. The agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. RAJ-RERA shall in no way be responsible for settlement of such issues whatsoever.
- xviii. RAJ-RERA shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- xix. The persons deployed by the agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to other employees of RAJ-RERA during the currency or after expiry of the contract.

- xx. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in any capacity in RAJ-RERA.
- xxi. The Agency would be responsible for the character and conduct of its personnel. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law will not be deputed for work under this contract. In case of any complaint against any of the staff, the Agency will be under obligation to change the staff concerned on the instruction of RAJ-RERA.
- xxii. Any change in the constitution of the Agency will be notified by the Agency in writing to RAJ-RERA and such changes shall not discharge former office bearer/member(s) of the Agency from any liability under the Contract. No new partner(s)/member(s) will be accepted in the Agency in respect of the Contract unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to RAJ-RERA.
- xxiii. The Agency shall nominate a Coordinator who would be responsible for immediate interaction with RAJ-RERA, so that optimal services of the persons deployed by the agency could be availed without any disruption. The name and contact details of this Coordinator shall be informed by the Agency to RAJ-RERA before start of the work under the contract.
- xxiv. The Coordinator shall also be responsible for liaison with all the statutory and public bodies, ensuring timely payment of all dues and applicable taxes to concerned authorities, keeping all the NOC and necessary permits duly validated at all times and initiating prompt action for renewal of the same.
- xxv. The Agency will exercise supervision and control on all the personnel deployed under this contract.
- xxvi. RAJ-RERA shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts.
- xxvii. The Agency personnel must not consume or be under the influence of liquor or any other intoxicant while on duty. If any on-duty staff of Agency are found to be under the influence of liquor or any other intoxicant, the Agency shall immediately replace the person & a penalty of Rs. 1000/- per case will be imposed on the Agency.
- xxviii. RAJ-RERA has right to recover losses of RAJ-RERA property incurred by any action of the outsourced manpower from the agency.
- xxix. The Agency shall provide (in 30 days time of award of contract) to its personnel, deputed for Services (under this RFQ), nameplates for working in RAJ-RERA. The cost of nameplates will be borne by the Agency as a part of its management fee.
- xxx. The agency will submit the medical fitness certificate / testing report of eye sight of the driver deployed to RAJ-RERA.
- xxxi. RAJ-RERA will authorise an officer for supervising and monitoring the services, who will also verify the monthly deployment, periodical performance reports

- submitted by the agency. Problems/suggestions/complaints shall be communicated to the Agency by the Registrar.
- xxxii. In case of outstation tour (s)/ night halt(s), a payment of outstation expenses @ Rs. 500/- per night per person as halting allowance and mileage allowance as per approved class/mode of transport decided by the Authority from time to time shall be made extra.
- xxxiii. The claim(s) for overtime and outstation night halt (s) are to be submitted by the Agency with monthly bill(s) duly verified by the authorised officer of RAJ-RERA. All such payment(s) shall be released along with the monthly payment of services to the Agency and the Agency shall be responsible for reimbursing the same to their concerned personnel.
- xxxiv. The Authority will examine the CVs of all Personnel and those not found suitable shall be replaced by the agency to the satisfaction of the Authority.
- xxxv. All consumable items/accessories for dusting/ cleaning work shall be arranged by RAJ-RERA at its own cost.
- xxxvi. Once the item wise rates and rate of Management Fee are quoted by the Bidder, these shall remain fixed and not be subject to any escalation during the currency of Contract or extended period of Contract.
- xxxvii. 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 RFQ. 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

14.2 DURATION OF CONTRACT

The contract shall be for two years from the date of commencement of services as per the 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.

14.3 STATUTORY OBLIGATIONS

- i. The Agency shall comply with all labour legislations applicable to its employees including, but not limited to, payment of minimum wages, ESI, PF, payment of bonus, workmen's compensation and terminal benefits as may be payable or become payable under any applicable laws. RAJ-RERA shall not, in anyway be responsible in this regard either in part or in full. The Agency shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time or the wage rate prescribed under this RFQ, whichever is higher.
- ii. If non-compliance of labour laws in force is found on behalf of the Agency, the contract may be terminated without prior information and without any liability or

compensation to the Agency. In such case, RAJ-RERA would be free to get the services from another source on the risk and cost of the Agency.

- iii. Agency's personnel engaged for Services under this tender will be employees/workers of the Agency, and there will be no employee- employer relation between the Agency's personnel and RAJ-RERA. This point has to be clarified by the Agency to its personnel, and the Agency will give an undertaking to this effect in writing.
- iv. The Agency will have to ensure that no worker/employee deputed for service under this tender is below the age of 18 years. If any worker/employee is found to be below the age of 18 years, the Agency will be held responsible for it and legal action initiated against it. In addition, this shall also be regarded as breach of contract and penalty shall accordingly be imposed.
- v. RAJ-RERA will not be responsible for any accident involving any personnel of the Agency while on work. The Agency itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident.
- vi. If Government increases the minimum wages during the currency of Contract, the Agency will pay revised minimum wages to its personnel from the date on which such revision comes into force. In such case of upward revision of minimum wages RAJ-RERA will pay additional amount to the extent revised minimum wages are higher than the rates prescribed under this RFQ.
- vii. The Agency shall issue letters of appointment indicating period of contract and nature of engagement to its employees. It shall maintain full and complete attendance records and all other registers under various labour laws in force and applicable. It shall also maintain all statutory registers under the law. The agency shall produce the same, on demand, to the concerned authority of RAJ-RERA and any competent authority under law.
- viii. The Agency shall furnish to RAJ-RERA proof of payment of wages, PF, 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 and release the balance amount to the Agency.
- ix. The Agency shall be responsible for implementation of provisions of all statutory requirements relating to license under the Contract Labour (Regulation and Abolition) Act 1970, and shall also comply with all other requirements under said Act and the rules framed thereunder.
- x. The Agency shall allow RAJ-RERA's officials to verify its books insofar as they relate to statutory compliances and provide on demand such documentary proof as may be required by RAJ-RERA. It shall be the responsibility of the Agency to pay its employees for their services, at all times and comply with the requirements related to Income tax and other statutory laws, as applicable.
- xi. In case the bidder firm is registered outside Jaipur then the PF / ESI amount relating to the workers/employees deployed at RAJ-RERA shall be deposited by the firm at EPFO & ESIC offices in Jaipur and shall submit to RAJ-RERA details of PF/ ESI amount deposited for the previous month along with copies of challan

- and list of workers / employees for which such PF, ESI contribution amount has been deposited along with the bill of a particular month. The payment of PF / ESI shall be made through a separate challan for employees deployed for RAJ-RERA and shall not be clubbed with the employees deployed with other organisation.
- xii. The Agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment of personnel by the Agency would be made for every month, on or before 7th of next month. In case 7th day is a holiday, wages should be paid on the preceding working day of the month.
- xiii. The Agency will ensure the remittance of the wages to the personnel deployed by them in RAJ-RERA through Bank Account and a copy of the bank statement for last month will be furnished to this office every month along with the bills.

14.4 PAYMENT TERMS

- i. Calculation of actual payment shall be done on the basis of Letter of Award (LOA), for the manpower actually deployed.
- ii. Though the contract to be approved pursuant to this tender process will be for two years, the Agency will raise monthly bills (in triplicate) by the 5th of the following month to the Registrar, RAJ-RERA enclosing the required certificates as mentioned below:
 - a. Attendance verified by the Agency's supervisor, signed by the nominated officer of RAJ-RERA.
 - b. Last month wage paid register with payment details.
 - c. EPF Challan and PF /ESI details of last month.
 - d. List of employees with deduction details.
 - e. An undertaking that all the statutory payments and wages up to last month have been paid / deposited and there is no pendency.
- iii. Payments due shall be made by RAJ-RERA through cheque or RTGS favouring the Agency as soon as possible after the receipt of bill in RAJ-RERA every month.
- iv. However, if it is required under law to deduct some statutory taxes at source, these will be deducted before the bill is paid. Penalties, if any, will also be recovered from the bill before payment.
- v. No amount of interest will be payable by RAJ-RERA, in case of delay or on any other count.
- vi. Necessary certificate of deduction of Income Tax/GST at source shall be issued and furnished to the Agency.
- vii. Only GST, as applicable, shall be paid extra by RAJ-RERA. Any other type of statutory taxes applicable on the services under this RFQ (either in force at present or made applicable in future by a competent order/notification) will be borne by the Agency and RAJ-RERA shall make no extra payment on this account.
- viii. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, RAJ-RERA shall issue, if required, the necessary certificates to the Contractor to take advantage of such benefits. The Agency shall be obliged to

obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to RAJ-RERA.

- ix. No advance payment will be made to the Agency.
- x. Payment will be made only for the numbers of personnel ordered & actually deployed by the agency.

14.5 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between RAJ-RERA and the Agency, the same shall be discussed in the first instance between the representative of the Agency and the Registrar of RAJ-RERA.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Chairman of RAJ-RERA within 10 days after the passage of this time. The Chairman, RAJ-RERA would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the Chairman, RAJ-RERA. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. 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.

14.6 FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

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.

i. 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 Annual Contract Agreement Amount, which may be in addition to penalty as defined at (ii) below.

ii. 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.

14.7 SUSPENSION OF WORK

- i. 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.
- ii. 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 this RFQ.
- iii. If the work is suspended by RAJ-RERA for a period of more than 2 months, the Agency may seek termination of contract from RAJ-RERA.

14.8 TERMINATION OF CONTRACT AGREEMENT

- i. 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, sub-standard quality of manpower deployed 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 therefor conveyed by RAJ-RERA shall be conclusive evidence thereof.
- ii. 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.

14.9 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 this tender 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.

14.10 FALL CLAUSE:-

The prices under this tender will be subject to price fall clause as defined in the RTPP Act 2012 and RTPP Rules 2013. The price charged for the items supplied under the

contract by the successful bidder will in no event exceed the lowest price at which the successful bidder sells the items of identical description to any other person in the state during the period of contract.

The successful bidder(s) will endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.

14.11 BLACKLISTING AND RECOVERY OF LOSSES:-

In the event of failure of the bidder at any stage of Bid process 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.

14.12 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 procuring entity 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 procuring entity, 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 procuring entity 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 procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, 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 procuring entity, shall be disclosed in a proceeding under an appeal.

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 RFQ 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 Qualification (RFQ), 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: Technical capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
6.	Annexure – II, Form-IV: Financial capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
7.	Annexure – III: Format of Agreement, duly initialled	Yes/No
8.	Annexure- IV : Proforma for the Bid Security/ EMD Bank Guarantee, duly filled, signed, if applicable. Scanned copy of BG to be uploaded and original copy of BG to be submitted physically as per NIP.	Yes/No
9.	Annexure – V: 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
10.	Proof of payment of Tender fee and e-tender processing fee and bid security/ EMD (Scanned copy of DD/Banker Cheque to be uploaded and original DD/Bank cheque to be submitted physically as per NIP)	Yes/No

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

Date:

We,, having our office
at

.....
.....

....., agree to all the Terms & Conditions of the Request For Qualification (RFQ)

No.

_____, dated _____ issued by RAJ-RERA for engaging Agency for providing
manpower services to RAJ-RERA, Jaipur.

Our offer will remain valid for 90 days from the last date of bid submission.

Date

Signature

Place

Name

Seal of Authorised Signatory

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

S.No	Name of the Work	ENGAGING AGENCY FOR PROVIDING MANPOWER SERVICES TO RAJ-RERA
1.	Name of the Bidder Firm	
2.	Date when incorporated/ Registered.	
3.	Profile of the Firm (Proprietor/ Partnership/ Private limited/ Public Limited.	
4A	Registered Office Address (With Pin Code)	
	Telephone Nos. (With STD Code)	
	Fax Nos. (With STD Code)	
	E-mail ID	
	Website	
4B	Functional/ Branch Office in Rajasthan (Address or Undertaking)	
5A	Registration certificate and Licence Number under Contract Labour (Regulation & Abolition) Act, 1970	
5B	Registration certificate under Employees' Provident Funds and Miscellaneous Provisions Act, 1952	
5C	Registration certificate under Employees' State Insurance Act, 1948.	
5D	GST Registration No.	
5E	Registration number under Rajasthan Shops and Commercial Registration Establishment Act, 1958 or Registration under Indian Partnership Act 1932 or Registration under the Companies Act,	

	1956/2013	
6	PAN Card No.	
7A	Name and designation of the Chief Executive of the firm	
7B	Address	
8A	Name and designation of the person who is authorized to sign the tender document	
8B	Address	
9	RFQ Document Fee(Details of the Cash/DD/Bankers cheque)	
10	Bid Security details	
11	Bank address with RTGS Account Details	
12	Certificate(s)/ document(s) of satisfactory completion of the work(s) to prove experience	
13A	Audited A/c OR Income Tax Returns (ITR) clearly showing the amount of turnover	
13B	Certificate from a Chartered Accountant certifying the turnover.	

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 31.03.2019 and during current financial year till date of bid 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-TECHNICAL CAPACITY OF BIDDER
EXPERIENCE OF PROVIDING MANPOWER SERVICES

S. No.	Name of Client	Name of Work and date of completion	Work order No. and date	Total Value of entire work (Rs.)	Value of work completed in relevant years (year-wise) (Rs.)	Number of staff deployed per month	Remarks
1.							
2.							
3.							
4.							
5.							

Note:

1. Give details of at least 3 works, but can give of upto 5 works
2. Attach documents as per Clause 3(v) of RFQ.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – II, FORM-IV FINANCIAL CAPACITY OF BIDDER

S. No.	Financial Year	Turnover (Rs.)
1.	Year 2014-15	
2.	Year 2015-16	
3.	Year 2016-17	
4.	Year 2017-18	
5.	Year 2018-19	

Note: Attach documents as per Clause 3(vi) of RFQ.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-III -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 & 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 **F: 1(45) RJ/RAJ-RERA/2019 /** _____ in its entirety along with all its Annexures, Appendices, etc.
 - (ii) Addendum and/or Corrigendum to the Bidding Document if issued by RAJ-RERA.
 - (iii) The bid submitted by the Agency pursuant to the Bid Document and further negotiation letters, if any.
 - (iv) The Letter of Award issued by RAJ-RERA in favour of the Agency.
 - (v) Terms and Conditions of Contract (Forming part of the RFQ/RFP)

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 – IV- PROFORMA OF BANK GUARANTEE FOR THE BID
SECURITY/ EMD**

(to be submitted by the bidder alongwith bid, if DD/Banker's cheque is not submitted))

To,

The Chairman,

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

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

Tilak Marg, C-Scheme

Jaipur (Raj.)-302005

Sir,

1. In accordance with your RFQ for engaging Agency for Providing Manpower services to RAJ-RERA vide RFQ No. **F (45) RJ/RAJ-RERA/2019 /** M/s. (Name & full address of the firm) (hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFQ document.

It is a condition in the RFQ document that the Bidder has to deposit Bid Security amounting to Rs. 4,00,000/- (Rupees Four lakh only) in respect to the RFQ, with RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, Jaipur(hereinafter referred to as "RAJ-RERA") by a Bank Guarantee from a Scheduled Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e. 120 days from the last date of bid submission). It may be extended if required in concurrence with the bidder.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of Rs.4,00,000/- (Rupees Four Lakh only) to RAJ-RERA as Bid Security.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by RAJ-RERA the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that RAJ-RERA shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by RAJ-RERA on account thereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said RFQ Document and the decision of RAJ-RERA that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by RAJ-RERA shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by RAJ-RERA and it is further declared that it shall not be necessary for RAJ-RERA to proceed against the Bidder before

- proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which RAJ-RERA may have obtained or may obtain from the Bidder at any time when proceedings are taken against the Bank, for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by courier, registered or speed post, fax, email or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
 6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
 7. The right of RAJ-RERA to recover the said amount of Rs.from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
 8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to and our guarantee shall remain in force **till 30 days after the bid validity date i.e. 120 days from the last date of bid submission** and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
 9. This guarantee shall be governed by and construed in accordance with the Laws of India and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof.
 10. We hereby confirm that we have the power(s) to issue this Guarantee in your favour 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) under the Power of Attorney to execute this guarantee issued by the bank in your favour.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....
Telephone Numbers
Fax numbers
Email ID:.....

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 Bid reference, Bid title and bidder name, directly to RAJ-RERA at the following address:

Registrar

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

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

Tilak Marg, C-Scheme

Jaipur (Raj.)-302005

ANNEXURE – V 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 procuring Entity 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 procuring entity.

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 Procuring Entity 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 Procuring Entity 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 Procuring Entity;
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 Procuring Entity 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 Procuring Entity 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 Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, 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 Procuring Entity 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 Procuring Entity 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

Appellant's Signature