

**Request for
Proposal from Legal Service Provider
for
Gujarat Real Estate Regulatory Authority
Gandhinagar**

Bid processing fees : Rs. 1,000/- (Non-Refundable)

EMD: Rs.1,00,000/- (Refundable)

(The Technical and Financial Proposal shall be submitted online except original self-declaration Affidavit, EMD and Processing Fees which should be submitted physically at GujRERA Office by June 25, 2019 upto 1500 hrs

Gujarat Real Estate Regulatory Authority

Last date of submission of pre-bid queries	:	Already done
Date and place of pre-bid meeting	:	Already completed
Last date for submission of Bids (online)	:	June 25, 2019 up to 1500 hrs
Date of opening of Technical bids	:	June 25, 2019 at 1600 hrs

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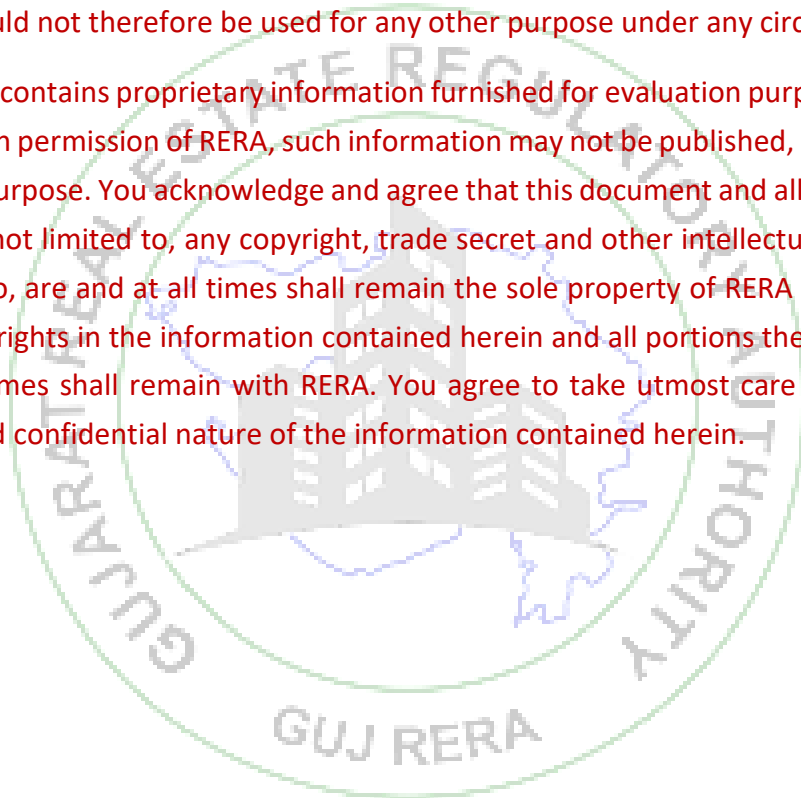


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Verify and review the legal documents submitted by various real estate developers to GujRERA for registration of project. The scope shall also include review of documents for alteration and extension of Project. 29

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About Gujarat RERA

Government of India has enacted the Real Estate (Regulation and Development) Act 2016 and all the sections of the Act shall come into force with effect from May 1, 2017. Under this Act, Government of Gujarat established Gujarat Real Estate Regulatory Authority (GUJARAT RERA), for regulation and promotion of real estate sector in the State of Gujarat. The key provisions of Gujarat Real Estate (Regulation and Development) Act, 2016 are as follows:

1. Real Estate Regulatory Authority and Appellate Tribunal

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

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

2. Real Estate Projects Registration

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

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

3. Real Estate Agents Registration

All Real Estate Agents should register under this Act. No real estate agent shall facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, without obtaining registration under this section. If any real estate agent fails to register, he shall be liable to a penalty of ten thousand rupees for every day during which such default continues, which may cumulatively extend up to five per cent of the cost of plot, apartment or buildings, as the case may be, of the real estate project, for which the sale or purchase has been facilitated.

4. Filing of complaints

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

Any person aggrieved by any direction or decision or order made by the Authority or by an adjudicating officer may file an appeal before the Appellate Tribunal and the appeal shall be dealt with by it as expeditiously as possible and endeavor shall be made by it to dispose of the appeal within a period of sixty days.

SECTION I: INVITATION FOR BIDS**Competitive Bidding for Selection of Legal Service Provider for Gujarat RERA.**

1. Request for Proposal for “**Selection of Service Provider(s) for period of one year for undertaking following scope of work :**

Part A: Verify and review the legal documents submitted by various real estate developers to GujRERA for registration of project. The scope shall also include review of documents for alteration and extension of Project.

Part B: Deputation of 2 senior legal professionals at Guj RERA Office for undertaking legal appraisal work, drafting of various legal documents and agreements, undertaking legal appraisal work, preparing internal notes for legal work, supervise and review the work of various legal consultants appointed by GujRERA and assisting GujRERA office for all legal work.

The detailed scope of work for Part A and Part B is as per Appendix A

2. The Bidders are required to submit separate financial proposals for Part A and Part B. GujRERA shall separately evaluate the proposals for Part A and Part B and separate work orders shall be issued to selected Bidder(s) for Part A and Part B. It is compulsory for all the Bidders to quote for Part A and Part B
3. The bidder shall be responsible for providing services, as mentioned in Tender document and Scope of Work, as a part of this project.
4. Please note that this bid document is not for actual award of contract / work order but is a technical and financial bid for the project.
5. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for the services.

SECTION II: GENERAL TERMS AND CONDITION, ELIGIBILITY CRITERIA AND PREPARATION OF BIDS

1. General Terms and Conditions and Instruction to Bidders:

- 1.1 All bids must be submitted online on <https://nprocure.com> website. No physical bid will be accepted.
- 1.2 EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instructions issued by Finance department from time to time. The DD or Bank Guarantee shall be in the name of "Gujarat Real Estate Regulatory Authority" payable at Gandhinagar (as per prescribed format given at Annexure 5) and must be submitted along with the covering letter.
- 1.3 Bidder shall physically submit the **Affidavit -Self Declaration** in Original on Non- Judicial stamp paper of Rs. 100/- duly attested by **Magistrate / Notary** (as per prescribed format) with EMD and Bid processing fees at Gujarat RERA Office before the deadline.
- 1.4 This RFP document is not transferable.
- 1.5 Pre-qualification / Eligibility details & Technical Bids will be opened in the presence of Bidder's or their representatives who attend on the specified date and time.
- 1.6 The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:
 - Pre-Bid Conference
 - Technical & Financial Bid Submission
 - Opening of Technical Bid
 - Evaluation of Technical bid (**pass/fail**)
 - Opening of Financial bids (Part A and Part B) of all qualified bidders.
 - Award of two LOIs (for Part A and Part B) followed by PBG submission and execution of agreements.
- 1.7 Minimum absolute technical score to pass /qualify for **commercial/financial evaluation is 70 out of a total of 100 marks for technical scoring.**
- 1.8 **Issuance of Letter of Intent (LoI)** : Bids for Part A and Part B of scope of work would be evaluated independently and separate LOIs would be issued.
For Part A of Scope of Work : After opening of financial proposals for Part A of scope of work, bidders would be ranked on basis of lowest fee quoted for performing the services. The Bidder who has quoted the least fee would be ranked No. 1 and Letter of Intent (LoI) would be issued to No. 1 ranked bidder. In case Bidder ranked No. 1 is unable to execute the contract, Bidder Ranked No. 2 would be called for negotiation and asked to match the fee quoted by Bidder No. 1 and thereafter LoI would be issued to Bidder

ranked No. 2. Similar exercise would be undertaken for issuance of Lol for Part B of Scope of work.

1.9 Within 15 days, contract would be executed with the Bidder(s) to whom Lols have been issued

1.10 “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.

1.11 “Proposals” means proposals submitted by bidders in response to this RFP .

1.12 “Tendering authority” means Gujarat Real Estate Regulatory Authority, Gandhinagar.

1.13 “Competent Authority” means the **Secretary**, Gujarat RERA, Gandhinagar.

1.14 Gujarat RERA has right to award a) Part A and Part B of the contract to different bidders b) award Part A and Part B of the contract to same bidder c) only award Part A of the contract and cancel Part B of the contract d) only award Part B of the contract and cancel Part A of the contract and e) cancel the entire bidding process

Following are the list of important information and dates:

Sr.	Information	Details
1.	Last date for submission of written queries for clarifications by email on admin-rera@gujarat.gov.in	Already completed
2.	Place, Date and time for Pre-bid conference	Already completed
3.	Last date and time for submission of Online Bids (Technical and Financial). Physical submission of EMD, Bid Processing fees along with affidavit in original as format given	As on the Cover page
4.	Date and time for opening of Bids	As on the Cover page
5.	Website details for online Bid Submission	https://nprocure.com
6.	Place for physical submission of EMD, bid processing fee along with affidavit; Pre-Bid meeting; Opening of Bids	Gujarat Real Estate Regulatory Authority 4th Floor, Sahyog Sankul Sector-11 Gandhinagar-382010

7.	Address for communication	Gujarat Real Estate Regulatory Authority 4th Floor, Sahyog Sankul Sector-11 Gandhinagar-382010 Email : admin-rera@gujarat.gov.in Phone : 079-23258656
8.	Place, date and time for opening of financial/commercial bids	The place, date and time for opening of financial/commercial proposal will be given to the technically qualified bidders later on.
9.	Bid validity	180 days



2. Eligibility Criteria for Bidders:

The firm meeting the following eligibility criteria will be considered for Technical Bid evaluation:

Sr.	Eligibility Criteria	Documents Required
1	The Bidder shall be either Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 OR partnership firm or Proprietorship firm. The Bidder firm shall be functioning within the scope of Bar Council Regulations in India. The Bidder shall have office in any of the cities in Gujarat.	Copy of Certificate of Incorporation / Copy of partnership deed as applicable.
2	The firm must be operational and engaged in Legal Services for atleast 05 years, as on date of Bid Submission.	Copy of registration and MOA and copies of work orders as testimonials
3	The bidder must have average turnover of 1.5 crs in provision of legal services in last three financial years, the latest being 2018-19. The Bidder must have at-least 20 full time employed professional staff including partners having Bachelors of Law (LLB) qualification at the time of submission of bids	Audited balance sheet, Profit and Loss statement and Income Tax returns for F.Y. 2016-17, 2017-18 2018-19), along with copy of company PAN Card. CA Certificate from the Statutory auditor mentioning turnover
4	The firm should have positive networkth	Chief Financial officers /Auditor signed Audited statement.
5	The manpower of the Bidder should hold Bachelor of Law (LLB) degree and be eligible for undertaking such services. The manpower shall be employees /partner of the firm	Copies of the relevant certificates
6	Conflict of Interest :	During the duration of the contract with GujRERA the Service Provider engaged for undertaking Part A of scope of work shall proactively disclose conflict of interest circumstances for any work at GujaratRERA. If the Service Provider is advising the Developer, it will abstain itself from evaluating the Project File of that Developer.
7	Blacklisting: Bidders or any other Firm, who is service provider in this project, should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by	Anti-Blacklisting should be submitted as per format attached on letter head

	Government of Gujarat and / or black-listed by Gujarat state Government departments.	
8	Consortium/ Sub-contracting: No Consortium / Sub-contracting allowed	Self-certification should be submitted on letter head

3. Preparation of Bids

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GUJARAT RERA will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

4. Bidding Documents

4.1 Contents of Bidding Documents

- 4.1.1 The bid must be submitted online on <https://.nprocure.com> website. No physical bid will be accepted. Physical submission of only Bid Processing Fees, EMD and Affidavit should be done at Gujarat RERA Office before the deadline
- 4.1.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4.2 Amendment of Bidding Documents

- 4.2.1 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, /GUJARAT RERA at its discretion, may extend the deadline for the submission of bids.

5. Preparation of Bids

- 5.1 The Technical Bid and Financial Bid must be submitted online on <https://.nprocure.com> website.
- 5.2 The Bidder shall put the Bid Processing Fees, EMD and Affidavit in one envelope. The envelope shall be clearly marked "BID PROCESSING FEES, EMD and AFFIDAVIT for Legal Service Provider for Gujarat Real Estate Regulatory Authority". This envelope has to be physically submitted to Gujarat RERA office before the deadline.

5.3 Bid Prices:

- 5.3.1 The Bidder shall indicate the prices separately for Part A and Part B in the format mentioned in Financial Bid.

- 5.3.2 Following points need to be considered while indicating prices:
- 5.3.2.1 The prices shall be quoted separately for Part A and Part B of Scope of work :
- 5.3.2.1.1 For Part A : Lumpsum rate per project file for evaluation of documents submitted by real estate developers
- 5.3.2.1.2 For Part B : Man-Month rates for professionals to be deputed at Gujarat RERA Office
- 5.3.2.2 The financial bid should be as per the format provided at Annexure III of this bid. All Out of Pockets expenses shall be included in the quote.
- 5.3.2.3 Invoicing shall be from Gujarat only.

5.4 Responsibility of the Bidder for legal services provided :

- 5.4.1 The Legal Service Provider shall be responsible for its work and shall answer all the queries raised by the real estate developer.
- 5.4.2 In case, the work undertaken by the Service Provider for undertaking Part A of scope of work, is questioned in court or by Authority officials, the Service Provider shall be responsible for submission of supporting documents and arguments for justification of work done. No extra payment shall be paid by Guj RERA for this purpose

5.5 Bid security/Earnest Money Deposit:

- 5.5.1 EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Real Estate Regulatory Authority." payable at Gandhinagar (as per prescribed format given at Annexure) and must be submitted along with the covering letter.
- 5.5.2 Bidders shall submit the affidavit in original on Non- Judicial Stamp Paper of Rs. 100/- duly attested by Magistrate/ Notary with and EMD. (as per prescribed format given at Annexure 6).
- 5.5.3 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 5.5.4 The successful bidder's bid security will be discharged only after the signing of the contract and submission of performance security.

- 5.5.5 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 5.5.6 No exemption for submitting the EMD will be given to any agency.
- 5.5.7 The EARNEST MONEY DEPOSIT shall be forfeited:
- 5.5.7.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
- 5.5.7.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

5.6 Clarification on RFP

- 5.6.1 A prospective Bidder requiring any clarification on the bid document shall submit in writing the queries in below mentioned format :

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification	Points of clarification
1.			
2.			

6. Submission of Bids

- 6.1 All bids must be submitted mandatorily online on <https://nprocure.com> website.
- 6.2 Bids must be submitted on time, no bids will be accepted if it is submitted after the due date and time.

6.3 Modification and Withdrawal of Bids:

- 6.3.1 The Bidder's modification or withdrawal notice shall also be submitted online.
- 6.3.2 No bid may be modified subsequent to the deadline for submission of bids.
- 6.3.3 No bid may be withdrawn after deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

7. Bid Opening and Evaluation of Bids

7.1 Technical Bid Opening

- 7.1.1 The technical proposal of the bidders shall be opened in presence of all the bidders who wish to attend.
- 7.1.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance.
- 7.1.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

7.2 Primary Evaluation of Bids:

- 7.2.1 GUJARAT RERA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 7.2.2 If a Bid is not substantially responsive, it will be rejected by GUJARAT RERA , GANDHINAGAR and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 7.2.3 Conditional bids are liable to be rejected.

7.3 Technical and Commercial bid evaluation criteria:

- 7.3.1 GUJARAT RERA, GANDHINAGAR will form a Committee which will evaluate the Technical Bids
- 7.3.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 7.3.3 Technical Evaluation criteria: Maximum Marks 100

SI	Particulars	Points System	Max Marks
1	Past experience of the firm in the following : a) Undertaking Title Deed / Title Clearance Certificate; b) Preparation of Agreement to sale / sale deed for real estate projects c) Preparation of Joint Development Agreement for real estate projects d) Preparation of mortgage deed for land /buildings	The Bidder shall submit the detailed scope of work. Maximum 12 marks for each category of assignment experience (a to e) where each assignment shall get maximum 4 marks	60

	<p>e) Preparation of Consortium / Joint Venture Agreement</p> <p>Experience should be during the last five financial years, last year being FY-18-19. The Bidder shall submit completion certificate from client or work order plus self-certification of completion of work certified by statutory auditor. In case, the Bidder has experience in appearance before High Court for above mentioned cases (a to e). The Bidder shall submit the details of such cases</p>		
2	<p>Man Power in Bidders Firm :</p> <ul style="list-style-type: none"> Bidders shall give details of all the professional qualified manpower in the firm For Part A of scope of work at Appendix A : Bidders are required to depute at least 3 professionals (Junior Professionals) at RERA Office having at least 3 years of post-qualification experience. In case work is more, Bidder would be obligated to depute more manpower at RERA Office For Part B of scope of work at Appendix B: The Bidders are required to depute 2 professionals (One having minimum of six years of post-qualification experience and one having minimum 10 years of post-qualification experience (Senior Professionals) on full time basis at RERA Office The deputed manpower shall be professionals having degree in Bachelor of 	<p>The Bidder shall submit detailed resume of manpower who would be deputed to RERA Office.</p> <p>In case, after selection, the Service Provider needs to change the Senior Professionals, then it needs to get new CVs approved by GujRERA before deputation.</p>	<p>40 (18 marks for manpower having at-least 3 years' experience, 9 marks for manpower having at-least 6 years of experience and 13 marks for manpower having 10 year of experience)</p>

	Law (LLB) from recognized university		
Total			100 Marks
Cut Off Marks to be eligible for financial bid opening			70 Marks



7.3.4 Manpower Deputation :

The manpower proposed to be deputed at RERA Office shall be :

- a Well conversant with RERA Act and rules;
- b Proficiency in English and Gujarati language for professional work
- c Their past experience should include :
 - Undertaking Title Deed / Title Clearance Certificate;
 - Preparation of Agreement to sale / sale deed for real estate projects
 - Preparation of Joint Development Agreement for real estate projects
 - Preparation of mortgage deed for land /buildings
 - Preparation of Consortium / Joint Venture Agreement
- d Proficient in computer operations required for undertaking the scope of work

7.3.5 The pricing for Part A of scope of work shall be on lump-sum basis per project file. The Service Provider has to depute at-least 3 manpower at RERA office for undertaking Part A of scope of work. The Service Provider shall evaluate the documents submitted by real estate developer and submit the report within 15 days. So, in case, the number of projects to be evaluated is more, the Bidder shall depute more manpower at RERA Office.

7.3.6 In case RERA office finds that any deputed man-power is not suitable for undertaking the work, RERA Office can ask for replacement. The Service Provider shall promptly replace the man-power, within 3 working days, to the satisfaction of Gujarat RERA.

7.3.7 In case, deputed man-power resigns or is not available, then the Service Provider shall replace the same with equivalent qualification and work-experience. Prior written approval of RERA is required for replacement.

7.4 Evaluation of Technical Bids

The technical bids will be evaluated on pass /fail basis. Bidders need to obtain at-least 70% marks to pass. Gujarat RERA decision in evaluation of technical bids shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected.

7.5 Financial Bid evaluation:

The financial bids of only those bidders, who have scored at least 70 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The

financial score of a bidder for each scope of work 'Fb-PartA' and 'Fb-PartB' will be assigned to the bidder. 'Fb' will be the price quoted by the Bidder for each scope of work. For each part of scope of work, the Bidder who has quoted the least fee would be ranked No. 1. Accordingly all the bidders would be ranked based on the fee quoted by them

8. Award of Contract

8.1 Gujarat RERA will issue two Lols-One Lol to the Bidder ranked No. 1 in Part A of scope of work and second Lol to the Bidder ranked No. 1 in Part B of scope of work

8.2 In case Bidder ranked No. 1 has not accepted the LOI or submitted PBG or not executed the contract, then Gujarat RERA shall call Bidder ranked No. 2 for negotiations. The Bidder ranked No. 2 shall be asked to match the financial price of Bidder ranked No. 1 and only in case Bidder ranked No. 2 matches the fee, then Gujarat RERA shall issue LOI to Bidder ranked No. 2

8.3 On acceptance of the LOI and after submission of PBG, Gujarat RERA shall execute two separate contracts within 15 days. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by all the parties.

8.4 Termination for Default or Otherwise

GUJARAT RERA may, without prejudice to any other remedy for breach of contract, may terminate the contract in whole or part by writing a notice as default to the bidder:

8.4.1 If the Service provider fails to perform any or all of the services within the period(s)/schedule specified in the Contract based on the performance assessment undertaken by GUJ RERA as per clause of this RFP

8.4.2 If the Services provider, in the judgment of GUJARAT RERA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8.5 Corrupt or Fraudulent Practices:

8.5.1 GUJARAT RERA, GANDHINAGAR requires that the bidders under this tender observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, GUJARAT RERA, GANDHINAGAR defines for the purposes of this provision, the terms set forth as follows:

- **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the GUJARAT RERA,

- GANDHINAGAR official in the selection process or in contract execution; and
- **“Fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or an execution of a contract to the detriment of GUJARAT RERA, GANDHINAGAR, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive GUJARAT RERA, GANDHINAGAR of the benefits of the free and open competition.
- 8.6 During evaluation of bids, GUJARAT RERA, GANDHINAGAR may, at its discretion, ask the Bidder for a clarification of its bid. GUJARAT RERA, GANDHINAGAR may also ask for clarification on financial bid and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 8.7 GUJARAT RERA, GANDHINAGAR shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Gujarat RERA or black listed by any of the Government of Gujarat department / other organizations in competing for the contract in question.
- 8.8 GUJARAT RERA, GANDHINAGAR shall declare a firm ineligible, and blacklisted either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- 8.9 Performance Bank Guarantee**
- 8.9.1 The successful Bidder(s) has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract.
- 8.9.2 The Successful Bidder(s) has to submit Demand Draft for Performance Bank Guarantee equivalent to Five percent (5%) of contract value within 15 days from the receipt of notification of award from “Gujarat RERA” from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Gandhinagar/Ahmedabad). PBG shall be submitted in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender
- 8.9.3 The Performance Bank Guarantee will be valid up to end of contract period plus 6 months.

- 8.9.4 The proceeds of the performance security shall be payable to GUJARAT RERA, GANDHINAGAR as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 8.9.5 The Performance Bank Guarantee shall be denominated in Indian Rupees.
- 8.9.6 The Performance Security will be discharged by GUJARAT RERA, GANDHINAGAR and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 8.9.7 No interest shall be payable on the PBG amount. GUJARAT RERA, GANDHINAGAR may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.



SECTION III – SCOPE OF WORK (Appendix A)

1. Detailed Scope of Work for Part A

Part A: Verify and review the legal documents submitted by various real estate developers to GujRERA for registration of project. The scope shall also include review of documents for alteration and extension of Project.

1. RERA has prepared Standard Operating Procedures (SOP) on evaluating and verification of all legal documents submitted by real estate developers. The Service Provider shall evaluate the documents submitted by Developer as per the SOP
2. The deputed manpower shall :
 - a. Assist Authority in verification of legal documents submitted by developers / builders /agents, under the supervision of Authority.
 - b. Assist Authority in verification of legal documents. Indicative List is as under :
 - ❖ Affidavit by Promoter
 - ❖ Draft Agreement for Sale
 - ❖ Draft Sale Deed
 - ❖ Encumbrance Certificate
 - ❖ Title clearance certificate (Agreements relating to title of land i.e. ownership right / lease or development rights)
 - ❖ Draft Allotment letter
 - ❖ Possession Receipt
 - c. Review of any conflict in clauses of documentation i.e. application to RERA vis-à-vis commitment to Proposed Buyers
 - d. Review of Joint Development Agreement /Partnership agreement in case land is not owned by the Promoter
 - e. Review of all Statutory clearances of the Project (Environment, Airport Authority, GPCB, etc)

- f. Preparation of system on online review of mortgage /charge on land
- g. Mitigation of risk to proposed buyers in case of non-payment of land by Promoter to land-owner
- h. Based on the scrutiny & verification of legal documents; the personnel would point out any clauses which may be ultra vires or against the provisions or spirit of the RERA Act. They may also recommend inclusion of certain clauses as may be mandated by the Act which the promoter has excluded or carved out in these legal documents
- i. The team deployed by the Service Provider shall point out deficiencies/deviations in the draft documents submitted by the promoter at the time of registration based on the check list prepared in conjunction with the Authority. These shall be submitted to the designated authority for further action.

General

- j. The Legal Service Provider shall undertake the work while keeping in view judgment of Indian Courts as well as other State RERAs and their appellate tribunals.
- k. The Legal Service Provider shall be responsible for its work and shall answer all the queries raised by the real estate developer and / or GujaratRERA officers
- l. In case, the work undertaken by the Service Provider is questioned in court or by Authority officials, the Service Provider shall be responsible for submission of supporting documents and arguments for justification of work done. No extra payment shall be paid by Guj RERA for this purpose
- m. The Service Provider has to submit the evaluation report within 15 days from date of receipt of project documents file of real estate developers. In case, number of projects are more, then the Service Provider shall depute more manpower at RERA Office.

2. [Detailed Scope of Work for Part B](#)

Part B: Deputation of 2 senior legal professionals at Guj RERA Office for undertaking legal appraisal work, drafting of various legal documents and agreements, undertaking legal appraisal work, preparing internal notes for legal work, supervise and review the work of various legal consultants appointed by GujRERA and assisting GujRERA office for all legal work. Apart from the above, the scope shall inter-alia include :

- a. Assistance in content management of RERA website.
- b. Assist Authority in providing legal inputs such as interpretations on public law (dealings with governmental authorities including legal regulatory matters) and private and public legal documents, advisory on cyber-crime related issues etc.
- c. Assist Authority in preparation of any legal document viz preparation of contract agreement, preparation of legal notes, vetting of legal agreements, drafting of legal notice etc
- d. Prepare para wise remarks in respect of appeal memo
- e. Supervise the work of Legal Consultant appointed for evaluation of Project files submitted by real estate developer
- f. Supervise the work of in-house staff appointed by GujRERA
- g. In addition, legal advice may also be required for contingent cases that may arise in different courts and associated authorities
- h. Any assistance in other legal work that may be assigned by RERA Officials

3. Place of Performance

The deputed man-power (for undertaking both part of scope of work) shall perform the work at Gujarat RERA Office, Gandhinagar. Gujarat RERA shall provide office space along with computers required to perform the services as required under the scope of work. The work assignment amongst the deputed man-power shall be done by Gujarat RERA Officials. RERA Officials shall have review meeting to monitor the progress of work.

Once in a month, the Proprietor or partner of the Service Provider(s) shall attend review meeting with Senior Gujarat RERA Officials.

4. Contract period:

The contract period will be for period of one year.



Section IV – Annexures

Annexure 1 – Bid Proposal

(Scan copy on Firm's letterhead)

Date:

To,

The Secretary

Gujarat RERA

4th floor, Sahayog Sankul,

Nr. Pathik Ashram,

Gandhinagar. Gujarat.

Ref: RFP Notification no. _____ **dated** _____

Subject: Submission of proposal in response to the RFP for "Selection of Service Provider for legal services for Gujarat RERA, Gandhinagar".

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in Response to your RFP Notification no. _____ **dated** _____ for "**Selection of Service Provider for legal services for Gujarat RERA, Gandhinagar**", in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
4. If we are entrusted an assignment, we undertake to provide a Bank Guarantee in the form and amount prescribed.
5. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

6. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
7. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
8. We understand you are not bound to accept any proposal you receive.
9. We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Dated this (date / month / year):

Authorized Signature [in full and initials]:

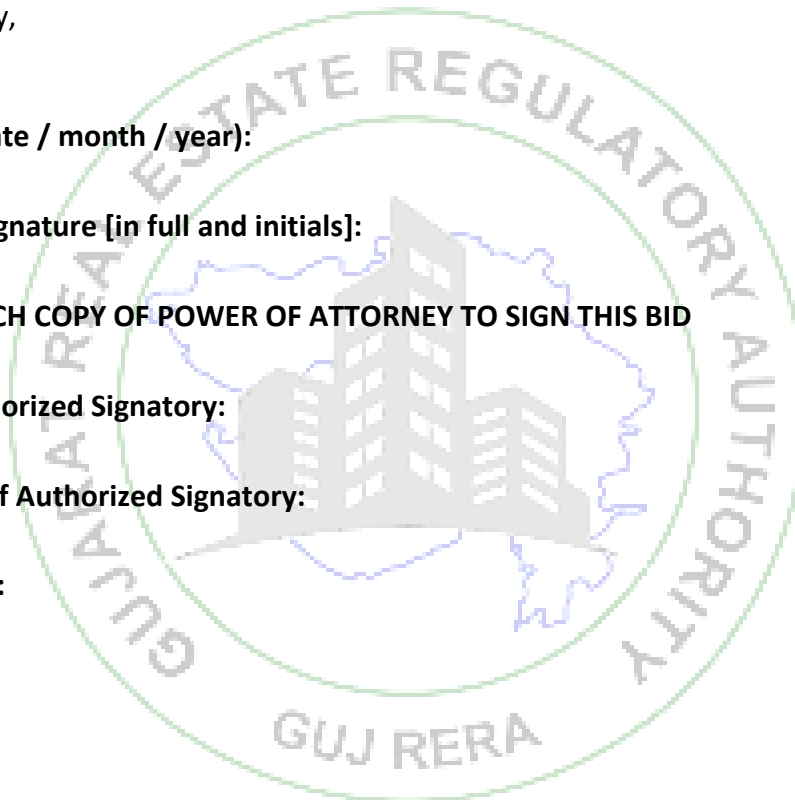
PLEASE ATTACH COPY OF POWER OF ATTORNEY TO SIGN THIS BID

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Firm:

Address:



Annexure 2 – Particulars of the Bidder's organization

Sr. No	Particulars	Details to be furnished	
1.	Details of responding Firm		
a)	Name		
b)	Address		
c)	Telephone		Fax:
d)	Email		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory (please attach proof)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about Firm (please attach proof)		
a)	Status of Firm (LLP, Partnership, Proprietorship)		
b)	No. of years of operation in India		
c)	Details of Registration	Date	
d)	Relevant Details		

e)	Locations and addresses of offices	
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Annexure 3 - Financial Bid Format-

Sl	Description	Per Project File Basis	Yearly Quote (assuming 2100 project file evaluation on yearly basis)
A	Part A of Scope of work : Verify and review the legal documents submitted by various real estate developers to GujRERA for registration of project. The scope shall also include review of documents for alteration and extension of Project.		
1.	To quote on Per File Basis		
Total for Part A (Rs.)			

Sl	Description	Monthly Amount	Yearly Amount
B	Part B of Scope of work : Deputation of 2 senior legal professionals at Guj RERA Office for undertaking legal appraisal work, drafting of various legal documents and agreements, undertaking legal appraisal work, preparing internal notes for legal work, supervise and review the work of various legal consultants appointed by GujRERA and assisting GujRERA office for all legal work.		
1	Quote on Man-Month Basis (2 manpower-One having minimum 6 years experience and One having minimum 10 years experience.		
Total for Part B (Rs.)			

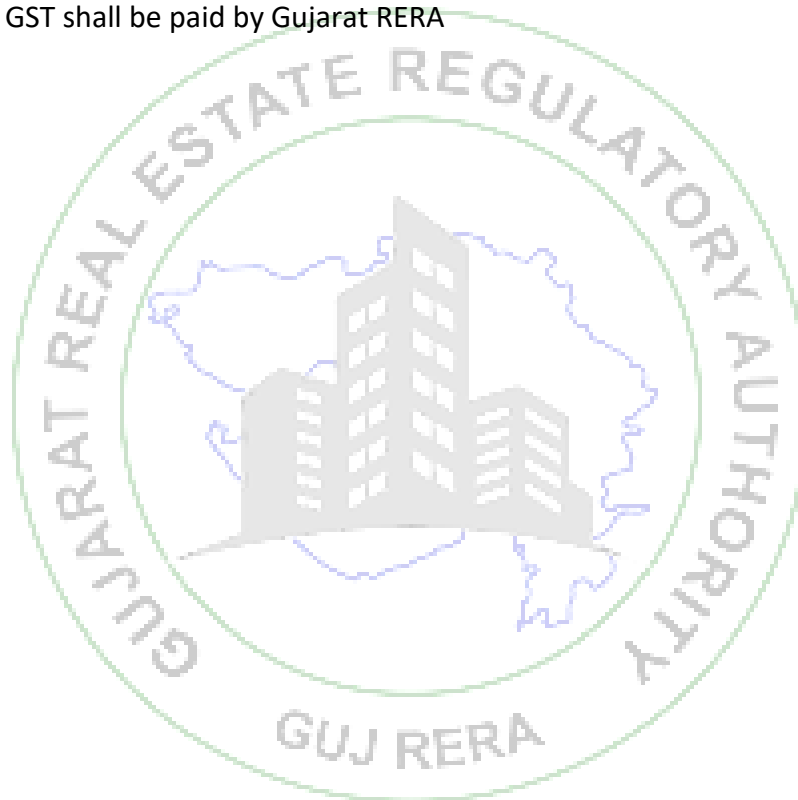
Note:**For Part A of Scope of work:**

1. The Service Provider shall be paid on project file basis for evaluation of documents submitted by Real Estate Developer. The Service Provider shall submit PBG considering 2100 project files.

2. Project Registration, Alteration and Extension would be considered as separate Project File for evaluation by Service Provider and Bidder has to quote on Project File basis
3. Invoice has to be raised on monthly basis for files evaluated and accepted by GujRERA

General :

4. No extra charge will be paid to the Firm/Company apart from the prices quoted above.
5. The cost of the above includes all Out of Pocket Expenses
6. The GST shall be paid by Gujarat RERA



Annexure 4 - Performance Bank Guarantee
(To be stamped in accordance with Stamp Act)

Ref: _____ **Bank Guarantee No.** _____ **Date:** _____

To

The Secretary

Gujarat RERA

4th Floor, Sahyog Sankul,

Sector 11,

Gandhinagar-382010

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Gujarat RERA, Gandhinagar (hereinafter referred to as the OWNER /PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. _____ having Principal Office at _____ (hereinafter referred to as the "SERVICE PROVIDER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of Legal Services for work order issued by issued by Gujarat RERA and the same having been accepted by the SERVICE PROVIDER resulting into CONTRACT for rendering services as mentioned in the said work order and the SERVICE PROVIDER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality of services to the OWNER / PURCHASER, having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees) to the OWNER/PURCHASER on demand at any time up to without a reference to the SERVICE PROVIDER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER / PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SERVICE PROVIDER of the aforementioned CONTRACT. The OWNER / PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any

powers vested in them or of any right which they might have against the SERVICE PROVIDER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SERVICE PROVIDER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SERVICE PROVIDER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SERVICE PROVIDER's liabilities.

Not with standing anything contained herein above our liability under this Guarantee is restricted to Rs. (Rupees _____) and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by the SERVICE PROVIDER on whose behalf this guarantee has been given. Dated at _____ on this day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Gandhinagar / Ahmedabad)

Annexure 5 – Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No. _____ Date: _____

To,

The Secretary

Gujarat RERA

4th Floor, Sahyog Sankul,

Sector 11,

Gandhinagar-382010

Whereas _____ (here in after called "the Bidder") has submitted its bid dated _____ in response to the Tender no: ----- for "**Selection of Service Provider for Legal services for Gujarat RERA**" KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the _____, Gujarat RERA in the sum of _____ for which payment well and truly to be made to Gujarat RERA, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2019.

THE CONDITIONS of this obligation are:

The E.M.D. may be forfeited:

If a Bidder withdraws its bid during the period of bid validity does not accept the correction of errors made in the tender document; In case of a successful Bidder, if the Bidder fails:

- a. To sign the Contract as mentioned above within the time limit stipulated by purchaser or
- b. To furnish performance bank guarantee as mentioned above or
- c. If the bidder is found to be involved in fraudulent practices or
- d. If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the

OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER / PURCHASER discharges this guarantee.



Annexure 6 – Format Of Affidavit [To be submitted physically on Stamp paper]

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by Magistrate / Notary)

I/We, _____, age _____ years residing at _____ in capacity of _____ M/s. _____ hereby solemnly affirm that

1. All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
2. I / We have submitted following Certificates / Documents for Technical Evaluation as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

3. All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
4. It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
5. I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
6. I / We also understand that failure to produce the documents in "Prescribed Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the tender.
7. My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
8. I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

9. The above certificates / documents are enclosed separately and not on the Performa printed from tender document.
10. I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm; 1, whichever is applicable].
11. I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD / PBG / Cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.
12. I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. _____ to _____).
13. I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
14. My / firm has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .
15. I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges /fees with interest and penalty.
16. In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

Annexure 7 - Anti-Blacklisting – Self Declaration – [Scan copy on Letter Head]

**The
The Secretary,
Gujarat RERA,
4th Floor, Sahyog Sankul,
Sector 11,
Gandhinagar-382010**

Sir/Madam,

Having examined the Bidding Documents including **Bid No.:** -----the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide legal services as per the defined scope **for Gujarat RERA.**

We undertake, if our bid is accepted, to provide the services in accordance with the terms and conditions in the tender document and the professional; standards.

If our bid is accepted we will obtain the Bank Guarantee for a sum equivalent to 5% of the Contract Value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat, regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

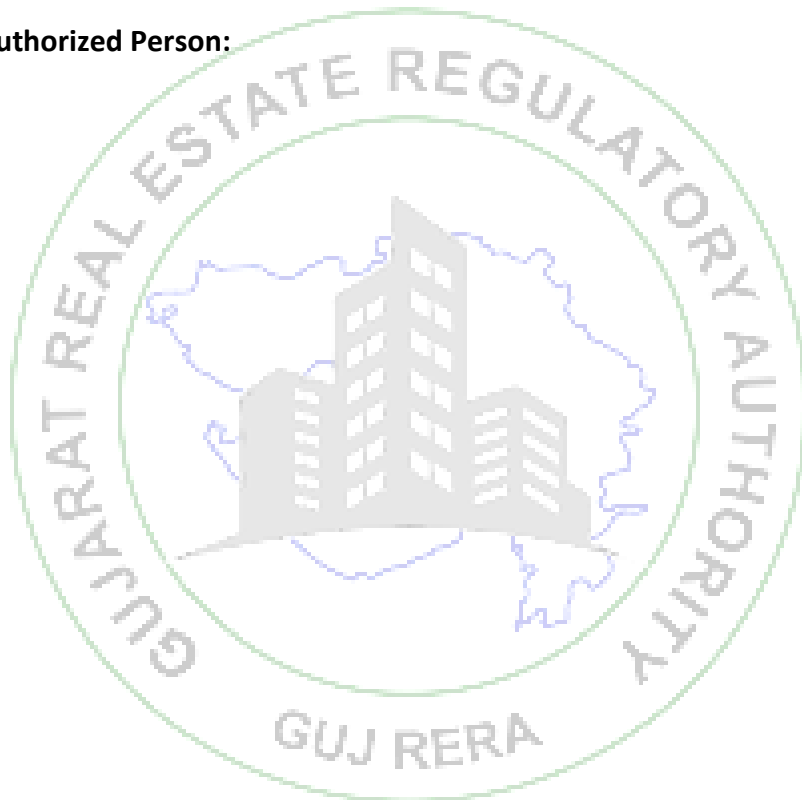
In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or Cancel the award of contract.

Dated this _____ day of _____ 2019.

Name of the Proposer:

Stamp & Signature of the Authorized person:

Name of the Authorized Person:



Annexure 8 - General Terms and Conditions

9.1 Application

These general conditions shall apply to the extent that provisions in other parts Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the /GUJARAT RERA shall be /GUJARAT RERA final and binding on the Service Provider.

9.2 Relationship between parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'GUJARAT RERA' and 'the Service Provider'. The Service Provider subject to this contract for selection has complete charge of personnel, performing the services under the Project executed for GUJARAT RERA from time to time. The Service Provider shall be fully responsible for the services performed by them or on their behalf hereunder.

9.3 Standards of Performance

The Service Provider shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful advisor to GUJARAT RERA. The Service Provider shall abide by all the relevant provisions/Acts/Rules etc. for providing legal services as per the scope of work. The Service Provider shall also conform to the standards laid down in RFP in totality.

9.4 Deputation and Documents

The Service Provider depute personnel as required under the scope of work. No party shall, without the other party's prior written consent, disclose contract, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contact, all the documents prepared by the Service Provider under this contract shall become property of GUJARAT RERA. The Service Provider shall not retain copy of such documents, and shall not use anywhere in whatever context.

9.5 Service Provider Personnel

The Service Provider shall employ and depute such qualified and experienced personnel as may be required to perform the services for the project. This is a specialized legal domain and it is desirable from the Service Provider to deploy the personnel, who have adequate knowledge and experience in the domain related with this project.

9.6 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat

9.7 Use of Contract Documents and Information

1. The service provider shall not, without GUJARAT RERA's prior written consent, disclose the Contract, or any provision thereof, or any sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The service provider shall not, without GUJARAT RERA's prior written consent, make use of any document or information except for purposes of performing the Contract.
3. Any document, other than the Contract itself, shall remain the property of /GUJARAT RERA and shall be returned (in all copies) to /GUJARAT RERA on completion of the service provider's performance under the Contract if so required by GUJARAT RERA.
4. The service provider shall permit GUJARAT RERA to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by GUJARAT RERA, if so required by GUJARAT RERA.

9.8 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

9.9 Sub Contracts and Assignments

Not allowed.

9.10 Performance Assessment

This RFP is for selection of the Service Provider for undertaking services as per scope of work. The deputed personnel shall do the work with diligence and Partner of the Service Provider shall ensure proper delivery. If during execution of the Project, problems are found regarding performance of the work vis-vis per scope of work, then Guj RERA is entitled to ask Service Provider to replace the deputed staff and SP shall promptly replace.

In case, deputed man-power resigns or is not available, then the Service Provider shall replace the same with equivalent qualification and work-experience. Prior written approval of RERA is required for replacement.

9.11 Termination

Under this Contract, GUJARAT RERA may, by written notice terminate the Service Provider in the following ways:

1. Termination by Default for failing to perform obligations under the Contract and after proper performance assessment as per Clause 9.10 above. Guj RERA shall encash the performance security if the contract is terminated on account of non-performance.
2. Termination for Convenience: GUJARAT RERA by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GUJARAT RERA's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
3. Termination for Insolvency: GUJARAT RERA may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GUJARAT RERA.

In all the three cases termination shall be executed by giving written notice to the Service Provider. Upon termination of the contract, payment shall be made to the Service Provider for:

1. Services satisfactorily performed prior to the effective date of termination

No consequential damages shall be payable to the Service Provider in the event of such termination.

9.12 Force Majeure

Notwithstanding anything contained in the RFP, the Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the GUJARAT RERA regarding Force Majeure shall be final and binding on the Service Provider.

If a Force Majeure situation arises, the Service Provider shall promptly notify to the GUJARAT RERA in writing, of such conditions and the cause thereof. Unless otherwise directed by the GUJARAT RERA in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.13 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

9.14 Amicable Settlement

Performance of the Contract is governed by the terms the conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then following clause shall become applicable.

9.15 Resolution of Disputes

In the case dispute arising between the GUJARAT RERA and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Ahmedabad and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state

the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally by the GUJARAT RERA and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

9.16 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in State of Gujarat only.

9.17 Binding Clause

All decisions taken by GUJARAT RERA regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

9.18 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the Registered address.

