

**DIRECTOR, RAJASTHAN POLICE ACADEMY**

**Panipech, Nehru Nagar, Jaipur – 302016, Rajasthan. INDIA**

(Phone no.+91 - 141 – 2302131 and Fax.+91 - 141-2309960, 141-2301878,  
email id: [director.rpa@rajpolice.gov.in](mailto:director.rpa@rajpolice.gov.in))

**NOTICE INVITING PROPOSALS (BIDS)**

6424  
8.9.2020

NIB No.... Date.....

1. Two-Envelopes bid (unconditional Technical and Financial Bids) is invited electronically by Director, RPA, Cum Member Secretary, CDPSM, Jaipur for Construction Of Parking Shed at Rajasthan Police Academy, Jaipur. Brief particulars of the procurement are given below:

Approximate Value of Services	Amount of Bid Security	Validity period of Bids	Period of completion of physical work	Processing fee for e-procurement	Price of Bidding Document	Lasttime and date of receiving e-Bids
Rs. 7.52 Lakh	Rs. 7,520.00	120 Days	1 months	Rs.500	Rs.500	Up to 3.00 PM of 16/09/2020

2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, Specifications, Bidding forms, General Conditions of Contract, Special Conditions of Contract, Contract Forms, etc. may be seen at or downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in> and departmental website <http://rpa.rajasthan.gov.in>

3. Technical and Financial Bids, duly digitally signed by the bidder on all pages and serially numbered, enclosed in separate two covers, and a third cover containing scanned copies of documents of payment of price of Bidding Document, electronic bid processing fee (both being non-refundable) and Bid Security must be submitted electronically to the RPA on the e-procurement portal <http://eproc.rajasthan.gov.in> by using your ID, password and digital signature certificate.

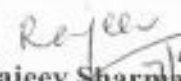
4. The instruments of payment of price of Rupees 500.00 of the Bidding Document and the amount of bid security of 6710.00 must be in the form of two separate bank demand draft/s banker's cheques of a Scheduled Bank in India drawn in the name of CDPSM, RPA, JAIPUR, payable at Jaipur (bid security may also be deposited in the form of bank guarantee issued by a Scheduled Bank in India in the specified given format). **The electronic bid processing fee of Rupees 500.00 must be paid by another separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, RISL payable at Jaipur. All these Two original instruments of payment must be submitted physically in a sealed cover by the Bidder to the office Director, RPA, Cum Member Secretary, CDPSM, Jaipur between 10 AM to 02 PM of 16/09/2020.**

5. The procedure for submission of bids including payment of price of Bidding Document, e-procurement processing fee, Bid Security, etc. has also been specified on the e-Procurement Portal and in the Bidding Document.

6. The Technical Bids shall be opened at 4.00 PM on dated 16 /09/2020, in the office of Director, RPA, Cum Member Secretary, CDPSM, Jaipur in the presence of the Bidders or their representatives who wish to be present.

6. The Director, RPA, Cum Member Secretary, CDPSM, Jaipur is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.

7. The Bidders shall have to submit proofs of their GST registration and the Permanent Account Number (PAN) of Income Tax.

  
(Rajeev Sharma, IPS)  
Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur



## **RAJASTHAN POLICE ACADEMY**

**Panipech, Nehru Nagar, Jaipur – 302016, Rajasthan. INDIA**

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**Website : <http://rpa.rajasthan.gov.in>**

**: <http://home.rajasthan.gov.in/rpa>**

### **Bidding Document for Construction of Parking Shed RPA Jaipur**

**Electronic Procurement**

**DIRECTOR, RAJASTHAN POLICE ACADEMY**  
**Panipech, Nehru Nagar, Jaipur – 302016, Rajasthan. INDIA**

**Bidding Document**  
**Construction Of Parking Shed at RPA Jaipur**  
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## Disclaimer

- A. The information contained in this Bidding Document provided to the Bidder(s), by or on behalf of Director, RPA, Cum Member Secretary, CDPSM, Jaipur or any of its employees, is provided to the Bidder(s) on the terms and conditions subject to which such information is provided.
- B. The purpose of this Bidding document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Bidding Document does not purport to contain all the information which each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for Director, RPA, Cum Member Secretary, CDPSM, Jaipur, its employees or advisors to consider the business/investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bidding Document and where necessary obtain independent advice from appropriate sources.
- C. Director, RPA, Cum Member Secretary, CDPSM, Jaipur its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bidding Document.
- D. Director, RPA, Cum Member Secretary, CDPSM, Jaipur,, may in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information in this Bidding Document.

**DIRECTOR, RAJASTHAN POLICE ACADEMY**  
**Panipech, Nehru Nagar, Jaipur – 302016, Rajasthan, INDIA**

**Bidding Document  
for  
Construction Of Parking Shed at RPA Jaipur**

**Critical Dates**

<b>S. No</b>	<b>Event</b>	<b>Date</b>
1.	Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal and e-procurement Portal	08/09/2020
2.	Date from which Bidding Document can be downloaded from State Public Procurement Portal and e-procurement Portal	08/09/2020
3.	Date up to which queries for clarifications on Bidding Document can be sent to Rajasthan Police Academy, Jaipur.	09/09/2020
4.	Last time and date up to which Bids can be submitted electronically on e-procurement Portal	Up to 03.00 PM of 16/09 /2020
5.	Time span and date of physical submission of instruments of Bid Security, e-Procurement Processing Fee and Price of Bidding Document in the office of Rajasthan Police Academy, Jaipur	Between 10 AM to 02.00 PM Noon of dated 16/09 /2020
6.	Time and date of opening of Technical Bids	4.00 PM of 16/09 /2020

**DIRECTOR, RAJASTHAN POLICE ACADEMY**

**Panipech, Nehru Nagar, Jaipur – 302016, Rajasthan. INDIA**

(Phone no.+91 - 141 – 2302131 and Fax.+91 - 141-2309960, 141-2301878, email Id:  
[director.rpa@raipolice.gov.in](mailto:director.rpa@raipolice.gov.in))

**NOTICE INVITING PROPOSALS (BIDS)**


6424  
2.9.2020

NIB No.....Date.....

Two-Envelopes bid (unconditional Technical and Financial Bids)is invited electronically by Director, RPA, Cum Member Secretary, CDPSM,Jaipur for Construction Of Parking Shed at Rajasthan Police Academy, Jaipur. Brief particulars of the procurement are given below:

Approximate Value of Services	Amount of Bid Security	Validity period of Bids	Period of completion of physical work	Processing fee for e-procurement	Price of Bidding Document	Lasttime and date of receiving e-Bids
Rs. 7.52 Lakh	Rs. 7,520.00	120 Days	1 monts	Rs.500	Rs.500	Up to 3.00 PM of 16/09 /2020

The complete Bidding Document may be seen at or downloaded from the State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in> and departmental website <http://rpa.rajasthan.gov.in> and non-refundable price may be paid along with Processing fee and Bid Security amount at the time of submission of the bid by banker's cheque, demand draft, bank guarantee of a Scheduled Bank in India as specified in the bidding document.

  
(Rajeev Sharma, IPS)  
Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur



## Directions for e-Procurement

- 1) The Bidder or his authorised signatory shall submit his Technical and Financial/Price Bids/Proposals only in electronic format through on-line submission on e-Procurement Portal, <http://eproc.rajasthan.gov.in> However, the Banker's Cheque/Demand Drafts for Price of Bidding Document and e-Procurement processing fee of MD, RISL, and Banker's Cheque/Demand Drafts/Bank Guarantee for Bid Security should be submitted physically at the office of Director, RPA, Cum Member Secretary, CDPSM, Jaipur Panipech, Nehru Nagar, Jaipur – 302016.
- 2) In case, a Bidder fails to physically submit the Demand Drafts for Price of Bidding Document and e-Procurement **processing fee of MD, RISL**, and Banker's Cheque/Demand Drafts/Bank Guarantee for Bid Security within the specified time as stated in Para 1) above, its Bid may be rejected.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type II or III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency.
- 4) Director, RPA, Cum Member Secretary, CDPSM, Jaipur, Shall not be responsible for any delay in online submission of Bid/Proposal by a Bidder due to any reason, whatsoever like slow speed, choking of web site due to heavy load, etc.

# Section I

## Instruction to Bidders and Bid Data(ITB)

S.No	Particulars	Clause	Description
<b>1. General</b>			
1.1	Scope of work	1.1.1	Director, RPA, Cum Member Secretary, CDPSM,Jaipur is the Procuring Entity which has invited the Bids from eligible and qualified Bidders for selecting, in accordance with the procedure of selection specified in this Bidding Document, For Construction Of Parking Shed at Rajasthan Police Academy, Jaipur. The detailed Scope of the work has been given in Terms of Reference.
1.2	Cost of the Project	1.2.1	Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
<b>2. Code of Integrity, Conflict of Interest, etc.</b>			
2.1	Conflict of Interest	2.1.1	The Contractor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Director, RPA, Cum Member Secretary, CDPSM, Jaipur.
2.2	Conflicting activities	2.2.1	Service Providers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Director, RPA, Cum Member Secretary, CDPSM, Jaipur.
2.3	Code of Integrity	2.3.1	The Contractors and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and in execution of the Contract as per RTPP Rules.
2.4	Breach of Code of Integrity by the Bidder	2.4.1	The Director, RPA, Cum Member Secretary, CDPSM, Jaipur shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Proposal without being liable in any manner whatsoever to The Contractor, if it determines that The Contractor has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process or in execution of the Contract.
<b>3. Eligibility</b>			
3.1	General	3.1.1	A bidder may be a natural person private entity, government-owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement.
		3.1.2	A Bidder shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Department of Rajasthan police or DIRECTOR, RAJASTHAN POLICE ACADEMY, JAIPUR under section 46 of the Act.
		3.1.3	The Bidder must disclose if he/ she has any previous transgressions with any entity in India or any other country during the last two years or any debarment by any other



			procuring entity.
		3.1.4	The Bidder shall have to submit proof of registration for the Goods and Services Tax and Permanent Account Number (PAN) under Income Tax Act.
		3.1.5	The Bidder must fulfil the Qualification Criteria as given in Section II of this RFP.
3.2	Only one Proposal by one Bidder	3.2.1	A Bidder shall submit only one Proposal If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same individual key technical personnel, in more than one Proposal.
<b>4. Contents of Bidding Document (RFP)</b>			
4.1	Sections of the Bidding Document (RFP)	4.1.1	The Request for Proposal along with the complete Bidding Document shall be placed on the State PublicProcurement Portal, <a href="http://sppp.rajjasthan.gov.in">http://sppp.rajjasthan.gov.in</a> , e-procurement portal <a href="http://eproc.rajjasthan.gov.in">http://eproc.rajjasthan.gov.in</a> and departmental website <a href="http://rpa.rajjasthan.gov.in">http://rpa.rajjasthan.gov.in</a> The Bidders may download the Bidding Document from these portals. The non-refundable price of the Bidding Document may be paid along with the Bid Security.
		4.1.2	The instruments of payment of price of Rupees 500.00 of the Bidding Document and the amount of bid security of 7520.00 must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of CDPSM,RPA, JAIPUR, payable at Jaipur (bid security may also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified given format). These two original instruments of payment and another bank demand draft/ banker's cheque of Rs. 500.00 of a Scheduled Bank in India drawn in the name of Managing Director, RISL, payable at Jaipur for e-procurement processing fee must be submitted in a sealed cover in the office of The Director, RPA, Cum Member Secretary, CDPSM, Jaipur between 10 AM to 02 PM on the day of opening of Bids.
		4.1.3	The Director, RPA, Cum Member Secretary, CDPSM, Jaipur is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-procurement portal.
4.2	Clarification of Bidding Document	4.2.1	The Bidder shall be deemed to have carefully examined the Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, terms of Reference etc. of the Services to be performed. If any Bidder has any doubts as to the meaning of any portion of these Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, terms of Reference etc., it shall, before submitting the Bid, refer the same to the Director, RPA, Cum Member Secretary, CDPSM, Jaipur and get clarifications <a href="mailto:dd.rpa@rajpolice.gov.in">dd.rpa@rajpolice.gov.in</a> or <a href="mailto:adadmnrpa@rajpolice.gov.in">adadmnrpa@rajpolice.gov.in</a>
		4.2.2	The Bidders are requested to submit their questions as a word document format only quoting section, page number and clause number in writing or by e-mail in the format Bidding Forms.
4.3	Amendment	4.3.1	Any addendum/ corrigendum issued shall be part of the



	of Bidding Document		Bidding Document and shall be uploaded on the State Public Procurement Portal and e-procurement portal.
<b>5. Preparation of Bids</b>			
5.1	Cost of Bidding	5.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Director, RPA, Cum Member Secretary, CDPSM, Jaipur shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		5.1.2	<p>The Bidder shall furnish the self attested copies of the following documents with its Bid:-</p> <ul style="list-style-type: none"> <li>i. Certificate of registration under Rajasthan Shops and Commercial Establishments Act in case of a proprietorship firm.</li> <li>ii. Partnership Deed and valid registration certificate with the Registrar of Firms in case of a Partnership Firm. Power of Attorney in favour of the partner signing the Bid, authorizing him to represent all partners of the firm.</li> <li>iii. Permanent Account Number (PAN) issued by the Income Tax Department and registration certificates issued under Goods and Services Tax Act.</li> <li>iv. Address of office, telephone, fax numbers, e-mail address.</li> </ul>
5.2	Language of Bid	5.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Director, RPA, Cum Member Secretary, CDPSM, Jaipur shall be written in English or Hindi language.
5.3	Documents Comprising the Bid	5.3.1	<p>The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.</p> <p>In one more cover or in the cover of Technical Bid/ Proposal, scanned copies of proof of payment of the price of Bidding Document, processing fee and Bid Security, in form specified in these ITB, shall be enclosed.</p> <p>All documents enclosed in the above covers must be converted into pdf format and digitally signed by the Bidder or its authorized signatory.</p>
		5.3.2	<p>The Financial Bid/ Price Proposal shall contain the following :</p> <p>Financial Bid/ Price Proposal Submission Sheet and the Price Schedule in the specified format. <i>The Financial Bid must be submitted in excel sheets (BOQ) only available in the e-Procurement Portal.</i></p>
5.4	Technical Proposal Format and Content	5.4.1	The Technical Proposal should include: Brief description of The Contractors' organization (approximately 4-5 Pages) or Profile of Service Provider can be attached and an outline of the required experience. Information on required turnover, number of employees, equipment's, branch offices etc. as required.
		5.4.1.1	A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan,



			and organisation and staffing schedule.
		5.4.2	The Technical Proposal shall not include any financial information.
5.5	Currencies of Proposal and Payments	5.5.1	The unit rates and the prices shall be quoted by The Contractors entirely in Indian Rupees and all payments shall be made in Indian Rupees.
5.6	Taxes	5.6.1	The Contractor and Personnel are responsible for meeting all tax liabilities arising out of the Contract.
5.7	Period of validity of Bid	5.7.1	The Contractors' Proposals must remain valid for 120 Days after the last date of submission of Proposals.
5.8	Bid Security	5.8.1	The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rs.7520.00 In case of Micro and Small Enterprises of Rajasthan it shall be 0.25% of the Bid amount provided a self attested copy of valid registration certificate issued by authority is enclosed with the Bid.
		5.8.2	The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format included Bidding Forms.
		5.8.3	Scanned copy of the instrument of Bid Security shall necessarily accompany the Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected.
		5.8.4	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Director, RPA, Cum Member Secretary, CDPSM, Jaipur from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		5.8.5	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder.
		5.8.6	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-  i. when the Bidder withdraws or modifies his Bid after opening of Bids; or  ii. when the selected Bidder does not execute the Contract agreement after issue of letter of acceptance of its Proposal within the specified time period; or  iii. when the Bidder fails to commence the Services within the time limit specified; or  iv. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITB.
5.9	Format and Signing of Bid	5.9.1	All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorised signatory on behalf of the Bidder. This authorisation shall consist of a



			written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid.
<b>6. Submission, Receipt and Opening of Bids</b>			
6.1	Sealing and Marking of Bids	6.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> .
		6.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in two separate covers.
6.2	Deadline for Submission of Bids	6.2.1	Bids shall be submitted electronically only up to the time and date specified in the Notice Inviting Bids, that is upto 3.00 PM of 16/09/2020 or an extension issued thereof.
6.3	Withdrawal, Substitution and Modification of Bids	6.3.1	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity.
6.4	Bid Opening	6.4.1	The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Director, RPA, Cum Member Secretary, CDPSM, Jaipur at 4.00 PM of 16/09/2020 at the office of Director, RPA, Cum Member Secretary, CDPSM, Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present.
		6.4.2	The Financial Bids shall be kept unopened until the time of opening of the Financial Bids.
		6.4.3	The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Director, RPA, Cum Member Secretary, CDPSM, Jaipur .
		6.4.4	All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded- i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. Any other details as the Bids opening committee may consider appropriate.
<b>7. Evaluation and Comparison of Bids</b>			
7.1	Confidentiality	7.1.1	From the time the Proposals are opened to the time the Contract is awarded, The Contractors should not contact the Director, RPA, Cum Member Secretary, CDPSM, Jaipur on any matter related to its Technical and/ or Financial Proposal, except when invited by Director, RPA, Cum Member Secretary, CDPSM, Jaipur to give their presentations on Technical Bids. Any effort by Service Providers to influence the Director, RPA, Cum Member Secretary, CDPSM, Jaipur or GOR in the



			examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of The Contractors' Proposal.
7.2	Clarification of Technical or Financial Bids	7.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
7.3	Correction of Arithmetical Errors in Financial Bids	7.3.1	Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid as per Rules
7.4	Responsiveness of Technical or Financial Bids	7.4.1	The Director, RPA, Cum Member Secretary, CDPSM, Jaipur's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself.
		7.4.2	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Director, RPA, Cum Member Secretary, CDPSM, Jaipur and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
7.5	Evaluation of Technical Proposals	7.5.1	Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
7.6	Taxes	7.6.1	Income Tax shall be deducted by Director, RPA, Cum Member Secretary, CDPSM, Jaipur at source from all payments made to The Contractor as per provisions of prevalent Income Tax law. Goods and Services Tax, as applicable, shall be paid extra by Director, RPA, Cum Member Secretary, CDPSM, Jaipur to the Contractor which in turn shall be paid to the concerned authority by The Contractor.
<b>8. Negotiations and Clarifications</b>			
8.1	Financial negotiations or clarifications	8.1.1	Negotiations can be conducted only if the rates quoted are considered much higher.
		8.1.2	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
<b>9. Award of Contract</b>			
9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Director, RPA, Cum Member Secretary, CDPSM, Jaipur shall inform the selected Service Provider in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to The Contractor.
		9.1.2	Agencies will be empanelled enlisted and a procurement contract on agreement shall entered.

9.2	Performance Security	9.2.1	Performance Security of amounting 5% of the Procurement order will be deposited to the procuring entity on issuance of work order.
9.3	Payments	9.3.1	<p>(i) All payments shall be made in Indian Rupees.</p> <p>(ii) The Contractor with whom the Contract is entered ordered by Director, RPA, Cum Member Secretary, CDPSM, Jaipur, get it approved from the ordering entity, submit it to Director, RPA, Cum Member Secretary, CDPSM, Jaipur. Full payment of total quoted price along with full taxes and duties shall be made by the Director, RPA, Cum Member Secretary, CDPSM, Jaipur against receipted challan duly verified by the consignee after completion of full work by Member Secretary, CDPSM, RPA, or representative. payment of total quoted price along with full taxes and duties shall be made after successful CONSTRUCTION OF PARKING SHED AT RPA JAIPUR System charges shall be made by the Member Secretary, CDPSM, RPA, JAIPUR and peruse it. When Member Secretary, CDPSM, RPA, JAIPUR receives due payment of its share, The Contractor shall submit the bill for its service charges in triplicate Director, RPA, Cum Member Secretary, CDPSM, Jaipur for payment. Director, RPA, Cum Member Secretary, CDPSM, Jaipur after verification of the claim will make payment to The Contractor.</p>
<b>10. Grievance Redressed during procurement process</b>			
10.1	Grievance Redressed	10.1.1	<b>First Appellate Authority: The Director General of Police, Rajasthan Cum President CDPSM, Jaipur.</b>



## **Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**

### **(1) Filing an appeal**

(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Director, RPA, Cum Member Secretary, CDPSM, Jaipur is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Director, RPA, Cum Member Secretary, CDPSM, Jaipur, 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.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder Director, RPA, Cum Member Secretary, CDPSM, Jaipur, is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or Director, RPA, Cum Member Secretary, CDPSM, Jaipur,, Jaipur as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

### **(2) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Director, RPA, Cum Member Secretary, CDPSM, Jaipur, relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the bidding 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.

### **(3) Form and procedure of filing an appeal**

(a) An appeal shall be in the annexure-A Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an 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.

**(4) 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.

**(5) Procedure for disposal of appeals**

(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 be placed on the State Public Procurement Portal.

**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



## **Section II**

### **Evaluation and Qualification Criteria**

## Section II: Evaluation and Qualification Criteria

### Qualification Criteria

The firms participating in the tender enquiry should fulfil the following qualifying requirements:-

The successful Bid will be the lowest evaluated responsive Bid, which qualifies technical evaluation. This evaluation will consist of the following:

1. The Bidder (Single entity/ Joint Venture of not more than 3 entities) may participate in the Bid . The entity herein would mean registered firm/ LLP/ Company constituted as per relevant act of India.
2. The technical evaluation will require evidence of the following.

S.no.	Capability	Criteria for Technical Evaluation
1.	Registered entity (Firm/LLP/Company) with GST Nos.	Single Entity/all JV Partners shall provide registration certificate and GST Certificate
2.	Should have Carried out one similar work (Similar works herein would mean "Construction of Parking Shed") for Govt./PSU/Autonomous Bodies. in last five years.	Clients work order and copy of orders executed on ground (totaling to estimated cost of work)- single/one entity of the JV shall meet this requirement

Note:

- i) The bidder shall submit copies of Work Orders, Completion and satisfaction performance Certificates in support of their experience claims.
- ii) The works which have been completed during the period mentioned above though may have Commenced earlier, shall be considered for experience purposes.

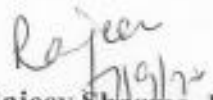
### 3. Financial requirements:

	Requirement	Checklist
5.1	Average Annual Turnover shall be 50% of value of contract (i.e Rs. 3.76 Lakh ) in last five financial Years (From 2015-2016 to 2019-2020)	Must meet requirement
5.2	Experience of having successfully completed similar works in India during last 5 year ending last day of the month previous to the one in which applications are invited should be either of the following: <ol style="list-style-type: none"> <li>i. Three similar completed work each costing not less than the amount of Rs. 2.48 Lakh (equal to 33% of the estimated cost of the Project);</li> <li>Or</li> <li>ii. Two similar completed work each costing not less than the amount of Rs. 3.0 Lakh (equal to 40% of the estimated cost of the Project);</li> <li>Or</li> <li>iii. similar completed work each costing not less than the amount of Rs. 3.76 Lakh (equal to 50% of the estimated cost of the Project);</li> </ol>	Must meet requirement

Note:

- i) The Bidder shall submit a certificate form Chartered Accountant / Statutory Auditor specifying Annual Turnover of each of the last three years.
- ii) The participating bidders should have GST registration, PAN Card
- iii) The bidder should submit an undertaking on Non-judicial stamp paper worth Rs.100/- with the certificate mentioning in it that the firm has no liability in the concerned department regarding deposition of concerned taxes.
- iv) The bidder shall submit copies of work orders, completion and satisfactory performance certificates in support of their experience claims. Only works of Govt./PSU/Autonomous bodies under government sector shall be considered.

- v) The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes.
- vi) Other income shall not be considered for arriving at annual turnover.
- vii) In support of Annual turnover, Bidder shall furnish Annual reports/copy of audited P&L accounts / certified copies of P&L account and balance sheet In cases where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
- viii) Enclose declaration that the Firm has not been debarred or black listed by DIRECTOR, RAJASTHAN POLICE ACADEMY, JAIPUR or Any department of Government of Rajasthan.

  
(Rajeev Sharma, IPS)  
Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur

## **B. Evaluation Criteria**

### **1. Evaluation of Technical Proposals (Bids)**

The evaluation of the Technical Proposals/ Bids will be done by on the basis of all the qualification criteria registration, no debarment experience, turnover.

Financial Bids of only those technically qualified Bidders shall be opened who secure in evaluation of their Technical Bids.

### **2. Evaluation of Financial Proposals (Bids)**

As the evaluation is to be done on Quality basis and technical bid, Panel of qualified agencies will be formed at the agreeable and determined rate.



### **Section III: Bidding Forms**

## **Technical Proposal (Bid) and Specification**



**Form TECH-1**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

*(On the letter head of the Bidder)*

{Location, Date}

To

Dear Sirs,

We, the undersigned, offer to Construction of Parking Shed at Rajasthan Police Academy, Jaipur.in accordance with your Request for Proposals No. *[Insert Number]* dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal and a FinancialProposal in separate covers.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Director, RPA, Cum Member Secretary, CDPSM, Jaipur and action may be taken against us under the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 (the Act) and Rajasthan Transparency in Public Procurement Rules, 2013 (the Rules);
- (b) Our Proposal shall be valid and remain binding upon us for the required period of 90 Days;
- (c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Act, Rules and the RFP Document in competing for and in execution of the Contract and that we have no conflict of interest as stated in the RFP Document;
- (d) Wedeclare that we meet the Eligibility and Qualification criteria as required in the RFP Document;
- (e) We are in full agreement with all the terms and conditions of the assignmentas stated in the RFP Document without any reservation, deviation or omission;
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations, if any;
- (g) Our firm, its affiliates or subsidiaries for any part of a Contract have not been debarred/ blacklisted by the State Government, DIRECTOR, RAJASTHAN POLICE ACADEMY, JAIPUR that we did not commit any transgression with any entity in India or abroad during the last Two years;
- (h) We agree to permit Government of Rajasthan or the Member Secretary, CDPSM, RPA, JAIPUR or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, if issued, shall constitute a binding contract between us, until a formal

Contract is prepared and executed;

(j) We understand that the Director, RPA, Cum Member Secretary, CDPSM, Jaipur is not bound to accept any Proposal that it receives and may reject any or all proposals.

We remain,

Yours sincerely,

Authorized Signature (In full and initials): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Service Provider (firm's/ company's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_



**Form TECH-2**  
**SERVICE PROVIDER'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of The Contractor's organization and an outline of the recent experience of The Contractor that is most relevant to the assignment.

**A - Bidder's Organization**

**1. Bidder's Details**

Fill in the required details in following Table:-

Name of Firm					
Name of Contact Person with Designation					
Registered Office Address					
Address of the Firm in Jaipur					
Type of Firm Put Tick( " ) mark	Public Limited	Private Limited	Partnership	Proprietary	Others
Telephone Number(s)					
Email Address					
Web Site:					
Fax No.					
Mobile Number of Contact Person					
Goods and Services Tax Registration No.					
PAN number					

2. The Bidder (Single entity/ Joint Venture of not more than 3 entities) may participate in the Bid . The entity herein would mean registered firm/ LLP/ Company constituted as per relevant act of India.
4. The technical evaluation will require evidence of the following.

S.no.	Capability	Criteria for Technical Evaluation
1.	Registered entity (Firm/LLP/Company) with GST Nos.	Single Entity/all JV Partners shall provide registration certificate and GST Certificate
2.	Should have Carried out one similar work (Similar works herein would mean "Construction of Parking Shed") for Govt./PSU/Autonomous Bodies. in last five years.	Clients work order and copy of orders executed on ground (totaling to estimated cost of work)- single/one entity of the JV shall meet this requirement

Note:

- i) The bidder shall submit copies of Work Orders, Completion and satisfaction performance Certificates in support of their experience claims.
- ii) The works which have been completed during the period mentioned above though may have Commenced earlier, shall be considered for experience purposes.

#### 5. Financial requirements:

	Requirement	Checklist
5.1	Average Annual Turnover shall be 50% of value of contract (i.e Rs. 3.76 Lakh ) in last five financial Years (From 2015-2016 to 2019-2020)	Must meet requirement
5.2	Experience of having successfully completed similar works in India during last 5 year ending last day of the month previous to the one in which applications are invited should be either of the following: <ol style="list-style-type: none"> <li>iv. Three similar completed work each costing not less than the amount of Rs. 2.48 Lakh (equal to 33% of the estimated cost of the Project); Or</li> <li>v. Two similar completed work each costing not less than the amount of Rs. 3.0 Lakh (equal to 40% of the estimated cost of the Project); Or</li> <li>vi. similar completed work each costing not less than the amount of Rs. 3.76 Lakh (equal to 50% of the estimated cost of the Project);</li> </ol>	Must meet requirement

Note:

- i) The Bidder shall submit a certificate form Chartered Accountant / Statutory Auditor specifying Annual Turnover of each of the last three years.
- ii) The participating bidders should have GST registration, PAN Card (if required).
- iii) The bidder should submit an undertaking on Non-judicial stamp paper worth Rs.100/- with the certificate mentioning in it that the firm has no liability in the concerned department regarding deposition of concerned taxes.
- iv) The bidder shall submit copies of work orders, completion and satisfactory performance certificates in support of their experience claims. Only works of Govt./PSU/Autonomous bodies under government sector shall be considered.
- v) The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes.
- vi) Other income shall not be considered for arriving at annual turnover.
- vii) In support of Annual turnover, Bidder shall furnish Annual reports/copy of audited P&L accounts / certified copies of P&L account and balance sheet In cases where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
- viii) Enclose declaration that the Firm has not been debarred or black listed by DIRECTOR, RAJASTHAN P'OLICE ACADEMY, JAIPUR or Any department of Government of Rajasthan.



**FORM TECH-3**  
**Form of Bid Security**

*[To be issued by a Scheduled Bank in India and must be duly stamped]*

***[Insert Bank's Name and Address of Issuing Branch or Office]***

**Beneficiary:**

**Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur, Rajasthan-302016**

**Date: *[insert date]***

**GUARANTEE No.: *[insert number]***

We have been informed that ***[insert name of The Contractor]*** (hereinafter called "The Contractor") has submitted to you its Proposal dated ***[insert date]*** (hereinafter called "the Proposal") for selection of agency For Construction Of Parking Shed at Rajasthan Police Academy, jaipur. Under Request for Proposals No. ***[Insert RFP number]*** ("The RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

At the request of The Contractor, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures]******[insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that The Contractor is in breach of its obligation(s) under the Proposal conditions, without questioning the grounds of your demand, because The Contractor:

(a) has withdrawn its Proposal during the period of Proposal validity specified by The Contractor in the Form of Proposal; or

(b) Having been notified of the acceptance of its Proposal by the Director, RPA, Cum Member Secretary, CDPSM, Jaipur, during the period of Proposal validity,

(i) Fails or refuses to execute the Contract Form, if required,

(ii) Does not accept the correction of errors in accordance with the ITB, or

(iii) Breaches any provision of the Code of Integrity specified in ITB;

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Bank's Seal \_\_\_\_\_

## FORM TECH-4

### Declaration by the Bidder in compliance of Section 7 & 11 of the Act

---

#### Declaration by the Bidder

In relation to our Proposal submitted to the Jaipur-302016 for selection of agency for Construction Of Synthetic Volleyball Courtat Rajasthan Police Academy, Jaipur. In response to their Request for Proposal No..... Dated .....We hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Member Secretary, CDPSM, RPA, JAIPUR.
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of Two years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedingsand that we did not commit any transgression with any entity in India or abroad during the last Two years;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Place:

Signature of Bidder

Name:

Designation:

Address:



**FORM TECH-5**  
**Format for seeking clarifications**

Name of the Bidder:

Address:

Telephone Nos.:

Fax No:

Mobile No:

Email ID:

	Section No. – Clause No. – Paragraph/Bullet No.	Corresponding page no in the RFP Document	Particulars of the query / clarification	Remarks of DIRECTOR, RAJASTHAN POLICE ACADEMY, JAIPUR

Authorized Signatory

Designation


**[The queries have to be submitted through e-mail in word document (not a PDF) to Director, RPA, Cum Member Secretary, CDPSM, Jaipur not later than 7 Days before the last date of submission of bids. The bidder should send the queries through official e-mail IDs only.]**

## **TECHNICAL SPECIFICATION**

**Subject:-** Construction Of Parking Shed at Rajasthan Police Academy, Jaipur campus.

**Area: -** 413 Sq Mtr.

S No.	Name of Item with Brief Description	Qty.	Amount (with G.S.T.)
1.	Earth work in excretion by mechanical means	15 qm	
2.	Providing and lacing in position cement concrete indulging curing compaction 1:4:8	2qm	
3.	Supply and installation of steel cot foundation 8MM	1760 kg	
4.	Providing and fixing steel + parking shed 3x1.5 enc dia	4428kg	
5.	Providing and lacing in posits on cement concrete including caring in kalong 1:3:5	13.5 Qm	
6.	Praising and exiling of multi rib proofing sheet out of 0.50 mm thin	127 Sq	
7.	Plaster on new surface	60 m	
8.	Panting work	200 m	

  
(Rajeev Sharma, IPS)  
Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur

## **Financial Proposal (Bid)**



**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To

**The Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur, Rajasthan-302016**

Dear Sirs,

1. We, the undersigned, offer For Construction Of Parking Shed at Rajasthan Police Academy, Jaipur in accordance with your Request for Proposal dated {Insert Date} and our Technical Proposal, without any reservation and condition.

2. Having gone through this RFP document and having fully understood the scope of work and in full agreement with all the terms and conditions of the assignment as stated in the RFP Document without any reservation, deviation or omission, we quote the following rates for various items of design without any condition:

***INSTRUCTION: The Bidder has to fill up his Financial/ Price Bid only in the excel sheets provided on e-Procurement Portal for this purpose and not in the table below, otherwise his Bid shall be rendered invalid. He should only sign in the end of this Form FIN-1 in token of having accepted the conditions given hereunder.***

3. Our prices include all our expenses and taxes except Goods and Services Tax which shall be paid extra by Member Secretary, CDPSM, RPA extra for onward payment to GST authority.

4. Our prices include expenses on remuneration for all the Personnel in the field, office etc., labour, equipment, surveys, printing, overhead charges, travelling, boarding and lodging and out of pocket expenses, documentation and communication during the period of the Contract.

5. The offer prices quoted shall remain firm during the period of Contract.

6. The financial proposal is inclusive of all activities not specifically mentioned in the Bidding Document, but which are essential for successful completion of the assigned tasks as per the work orders.

7. Our Financial Proposal shall be binding upon us subject to reduction, if any, resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

8. We understand that we shall not be entitled for receiving the payment of our service charges unless we pursue and become successful in our efforts that Member Secretary, CDPSM, RPA JAIPUR receives from the concerned procuring entity its due payment.

9. We understand you are not bound to accept any Proposal and may reject any or all Proposals you receive.

We remain,

Yours sincerely,

Authorized Signature (In full and initials): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **Section IV**

### **General Conditions of Contract**

## Section IV: General Conditions of Contract

S.No.	Particulars	Clause	Description												
1. Code of Integrity															
1.1	Measures to be Taken On Breach Of Code of Integrity	1.1.1	Breach of Code of Integrity by The Contractor or their personnel:- Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by The Contractor or their personnel, the Member Secretary, CDPSM, RPA JAIPUR may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.												
2. Commencement, Completion, Modification and Termination of Contract															
2.1	Forfeiture of Bid Security	2.1.1	The amount of Performance Security in full or in part may be forfeited by Member Secretary, CDPSM, RPA JAIPUR in any of the following cases:- (a) If The Contractor fails to commence the Services under the Contract or a particular work order within the specified time period given to it. (b) Withdraws from the process after opening of the bids.												
3. Termination															
3.1	Extension in Period of deliverables and Liquidated Damages	3.1.1	If the Contractor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the particular Supply Order, the Member Secretary, CDPSM, Shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/ or Related Service which the Contractor has failed to supply or Complete:-												
			<table><tr><th>No.</th><th>Condition</th><th>LD</th></tr><tr><td>a.</td><td>Delay up to one fourth period of the specified period of delivery, successful installation and completion of subject matter of procurement.</td><td>2.5 %</td></tr><tr><td>b.</td><td>Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of procurement.</td><td>5 %</td></tr><tr><td>c.</td><td>Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.</td><td>7.5 %</td></tr></table>	No.	Condition	LD	a.	Delay up to one fourth period of the specified period of delivery, successful installation and completion of subject matter of procurement.	2.5 %	b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of procurement.	5 %	c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	7.5 %
			No.	Condition	LD										
			a.	Delay up to one fourth period of the specified period of delivery, successful installation and completion of subject matter of procurement.	2.5 %										
b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of procurement.	5 %													
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	7.5 %													



			d. Delay exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	10 %
			Notes:- i. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. ii. The value of Goods and/ or Related Services not received in specified time should be calculated carefully. iii. The maximum amount of liquidated damages shall be 10% of the contract amount. Once the maximum is reached, the Member Secretary, CDPSM may terminate the Contract.	
4. Obligations of The Contractor				
4.1	Conflict of Interests	4.1.1	The Contractor shall hold the Member Secretary, CDPSM, RPA JAIPUR's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.	
4.2	Service Provider Not to Benefit from Commissions, Discounts, etc	4.2.1	The payment of The Contractor pursuant to shall constitute The Contractor's only payment in connection with this Contract and, The Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and The Contractor shall use its best efforts to ensure that his Personnel and agents similarly shall not receive any such additional payment.	
4.3	Prohibition of Conflicting Activities	4.3.1	The Contractor shall not engage, and shall cause its personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.	
4.4	Confidentiality	4.4.1	Except with the prior written consent of the Member Secretary, CDPSM, RPA ,The Contractor and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall The Contractor and the personnel make public the recommendations formulated in the course of, or as a result of the Services.	
4.5	Liability of The Contractor	4.5.1	The Contractor's liability under this Contract shall be as per the Applicable Law.	
4.6	Insurance	4.6.1	If required, the Goods supplied under the Contract shall be fully insured against theft, destruction or shall be fully insured against theft, destruction or damage, by fire flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges shall be borne by the Contractor.	

<b>5. Obligations of the Client (Director, RPA, Cum Member Secretary, CDPSM,Jaipur)</b>			
<b>5.1</b>	<b>Assistance by Director, RPA, Cum Member Secretary, CDPSM,Jaipur</b>	<b>5.1.1</b>	The Member Secretary, CDPSM, RPA shall use its best efforts to:
		<b>5.1.1.1</b>	Assist The Contractor in obtaining permits and such other documents as shall be necessary to enable The Contractor to perform the Services.
		<b>5.1.1.2</b>	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		<b>5.1.1.3</b>	Provide to The Contractor, and Personnel any such other assistance as may be requested by The Contractor and agreed by Member Secretary, CDPSM, RPA JAIPUR.
<b>5.2</b>	<b>Access to Project Site</b>	<b>5.2.1</b>	The Member Secretary, CDPSM, RPA JAIPUR warrants that The Contractor shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
<b>6.Contract Details</b>			
<b>6.1</b>	<b>Changes in the Constitution of the Contractor</b>	<b>6.1.1</b>	<p>The structure/composition or the constitution of the Contractor as a firm shall not be altered without the prior consent or the Member Secretary, CDPSM.</p> <ol style="list-style-type: none"> <li>Any change in the structure/ constitution of the firm etc. shall be notified forthwith by the Bidder in writing to the Member Secretary, DPSM and such change shall not relive any former member of the firm, etc., from any liability under the Contract.</li> <li>No new partner/partners shall be accepted in the firm by the Bidder in respect of the Contract unless he/they agree to abide by all its terms, conditions and deposit with the Member Secretary, CDPSM a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</li> </ol>
	<b>Subcontracting</b>	<b>6.1.2</b>	The Contractor shall not sublet or assign the Contract or its ay part to anyone without the prior written approval of the Member Secretary, CDPSM.
<b>7. Settlement of disputes</b>			



**Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract or a particular work order under it, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

**Arbitration**

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by sole arbitrator, **The Director General of Police, Rajasthan Cum President CDPSM, Jaipur**. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract or a particular work order under it.

**Judicial Proceedings**

Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.



## **SECTION V CONTRACT FORMS**

## **Section V: Contract Forms**

### **5.1 Agreement**

*(To be executed on Non-Judicial Stamp Paper of appropriate value purchased from Rajasthan)*

#### **Construction Of Parking Shed at RPA, Jaipur**

**Between**

**Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur, Rajasthan-302016**

**And**

**[Name of the Bidder]**

**Dated:**

## CONTRACT AGREEMENT

An agreement made this ..... day of ..... between..... (hereinafter called "**the Contractor** ", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Director, RPA, Cum Member Secretary, CDPSM, Jaipur (hereinafter called "**Member Secretary, CDPSM, RPA JAIPUR** " which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

### WHEREAS:

- (a) The DIRECTOR, RAJASTHAN POLICE ACADEMY, JAIPUR has requested the Contractor provide the services For Construction Of Parking Shed at Rajasthan Police Academy, Jaipur on Contract Basis (hereinafter called "**the Contractor**").
- (b) The Contractor, having presented to the Member Secretary, CDPSM, RPA JAIPUR that it has the qualified and agreed to provide the Goods on terms and conditions set forth in this Contract and The Contractor has deposited the required Performance Security of Rupees ----- in the form of ----- for due performance of the Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Letter of Acceptance and Work Orders issued by Member Secretary, CDPSM, RPA JAIPUR or other procuring entities
- (a) The finally accepted Financial Bid of The Contractor
- (b) Finally agreed Terms of Reference
- (d) The General Conditions of Contract
- (e) The Technical Bid submitted by The Contractor
- (f) Notice Inviting Bids/ Proposals
- (g) Bidding Forms

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Letter of Acceptance and Work Orders issued by Member Secretary, CDPSM, RPA JAIPUR; The finally accepted Financial Bid of The Contractor; Finally agreed Terms of Reference; the General Conditions of Contract; the Technical Bid submitted by The Contractor; Instruction to Bidders/ Service Providers; Notice Inviting Bids/ Proposals.

2. The mutual rights and obligations of the Client and The Contractor shall be as set forth in the Contract, in particular:

- (a) The Contractor shall carry out the Services in accordance with the provisions of the Work Order and the Contract; and





## 5.2 Format of Bank Guarantee for Performance Security

*(To be issued by a Scheduled Bank in India and properly stamped)*

Bank's Name and Address of Issuing Branch

Beneficiary:

The Director, Rajasthan Police Academy,  
Cum Member Secretary, CDPSM,  
Jaipur, Rajasthan-302016

THIS DEED OF GUARANTEE executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors, administrators and assigns;

In favour of, The Director, Rajasthan Police Academy, Jaipur its office at rpa road Nehru nagar, Jaipur-302016, hereinafter referred to as "Director, RPA, Cum Member Secretary, CDPSM,Jaipur", which expression shall, unless repugnant to the context or meaning thereof include its successors in officeand assigns.

WHEREAS,

A. By the Agreement being entered into between Member Secretary, CDPSM,R PA JAIPUR and \_\_\_\_\_, a company/ firm incorporated under the provisions of the Companies Act, 1956/ any other law, having its registered office/ permanent address at \_\_\_\_\_ hereinafter called the "Service Provider". The Contractor has been selected For Construction Of Parking Shed at Rajasthan Police Academy, Jaipur on Contract Basis.

B. In terms of the Contract, The Contractor is required to furnish to Director, RPA, Cum Member Secretary, CDPSM,Jaipur , an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as security for due and punctual performance/ discharge of its obligations under the Agreement.

At the request of The Contractor, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by The **Contractor** of its obligations under the Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by The Contractor of all its obligations relating to the Assignment during the Agreement Period or extension thereof.

2. The Guarantor shall, without demur, pay to Director, RPA, Cum Member Secretary, CDPSM,Jaipur sums not exceeding in aggregate Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), within five (5) calendar days of receipt of a written demand there for from DIRECTOR, RAJASTHAN POLICE ACADEMY, JAIPUR stating that The Contractor has failed to meet its performance obligations under the Agreement.

The Guarantor shall not go into the veracity of any breach or failure on the part of The Contractor or validity of demand so made by Member Secretary, CDPSM, RPA JAIPUR and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by The Contractor or any other person. The Guarantor's obligations



hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, Member Secretary, CDPSM, RPA JAIPUR shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to The Contractor or postponement/ non exercise/ delayed exercise of any of its rights by Member Secretary, CDPSM, RPA JAIPUR or any indulgence shown by Member Secretary, CDPSM, RPA JAIPUR to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Member Secretary, CDPSM, RPA JAIPUR or any indulgence shown by Member Secretary, CDPSM, RPA JAIPUR provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 60 days after fulfilment of all the obligations of The Contractor under the Agreement, unless discharged/ released earlier Member Secretary, CDPSM, RPA JAIPUR in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be to a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

5. This Guarantee shall not be affected by any change in the constitution or winding up of The Contractor/ the Guarantor or any absorption, merger or amalgamation of The Contractor/ the Guarantor with any other person.

6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO  
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by

\_\_\_\_\_ Bank and Branch

By the hand of Shri \_\_\_\_\_  
It's \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)