

**Single Source RFP for Renewal of Tier-IV Certification of Operational Sustainability for Rajasthan State Data Center RSDC P- IV (BSDC), Jaipur, Rajasthan, India**

<b>Mode of Bid Submission</b>	Online though eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Commissioner, DOIT&C, GoR Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	28/11/2024 up to 03:00 PM
<b>Date &amp; Time of Bid Opening</b>	28/11/2024 at 04:00 PM

<b>Name of the Bidding Company/ Firm:</b>	
<b>Contact Person(Authorized Bid Signatory):</b>	
<b>Correspondence Address:</b>	
<b>Mobile No.</b>	<b>Telephone &amp; Fax Nos.:</b>
<b>Website &amp; E-Mail:</b>	

**Department of Information Technology & Communication (DOIT&C)**

IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.) Phone:  
0141- 5103902 Fax: 0141-2228701  
Web: <http://doitc.rajasthan.gov.in>, Email: [yogeshgupta.doit@rajasthan.gov.in](mailto:yogeshgupta.doit@rajasthan.gov.in)

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## ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>BSR</b>	Basic Schedule of Rates
<b>BTH</b>	Bhamashah Techno Hub, Jaipur
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Commissioner, DOIT&C in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement (Execution of Work)
<b>Contract/ Project Period</b>	The Contract/ Project Period shall be as per RFP. The security deposit will be returned after completion of work.
<b>COTS</b>	Commercial Off the Shelf Software
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DeitY, GoI</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures,

	raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>GST</b>	Goods & Services Tax
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>IS</b>	Indian Standards
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organization for Standardization
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>Lol</b>	Letter of Intent
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit

<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DOIT&C in this RFP document.
<b>PWD</b>	Public Works Department
<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>Tendering Authority</b>	DoIT&C
<b>RSDC</b>	Rajasthan State Data Center, Jaipur
<b>RVAT</b>	Rajasthan Value Added Tax
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a>
<b>STQC</b>	Standardization Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>WO/ PO</b>	Work Order/ Purchase Order

**1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

**Ref No.: F5.502(1468)/DoIT&C/ 2024/05084/2024**

**Dated: 22-11-2024**

**Unique Bid No.: ITC2425SLSS00042**

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Commissioner, Department of Information Technology &amp; Communication (DoIT&amp;C), Government of Rajasthan</li> <li>Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Yogesh Kumar Gupta</li> <li>Designation: ACP (Deputy Director)</li> <li>Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Email: <a href="mailto:yogeshgupta.doit@rajasthan.gov.in">yogeshgupta.doit@rajasthan.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	RFP for Renewal of Tier-IV Certification of Operational Sustainability for Rajasthan State Data Center RSDC P- IV (BSDC), Jaipur (Single Source Procurement)
<b>Bid Procedure &amp; Bid Evaluation Criteria (Selection Method)</b>	Single Source single Stage: one part (envelope) e-Bid procedure <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a></li> <li>RISL Processing Fee: Rs. 1500/- (Rupees One Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	<ul style="list-style-type: none"> <li>Rs. 90.00 Lacs (Incl. taxes and levies)</li> </ul>
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	From 22.11.2024 to 28.11.2024 (up to 03:00 pm)
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at e-Procurement website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>From 22.11.2024 02:00 PM to 28.11.2024 (up to 3:00 pm)</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Processing Fee*</b>	Till 28.11.2024 Upto 03:00 PM
<b>Date/ Time/ Place of Bid Opening</b>	<ul style="list-style-type: none"> <li>28.11.2024 (4:00 pm)</li> <li>Place: DoIT&amp;C, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur(Rajasthan)</li> </ul>
<b>Bid Validity</b>	90 days from the bid submission deadline



**Note:**

- 1) This is an invitation for submission of Techno-Commercial eBids by the firms for "Single Source RFP for Renewal of Tier-IV Certification of Operational Sustainability for Rajasthan State Data Center RSDC P- IV (BSDC), Jaipur"
- 2) This document outlines high level architecture and broad functionality of Scope of Work.
- 3) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats. However, DD for RISL Processing Fees should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 4) \*In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee up to bid submission date and time, its Bid shall not be accepted. RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 5) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type 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, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 6) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 7) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 8) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
- 9) e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)
- 10) Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 11) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 12) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 13) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 14) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of
- 15) any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

-sd  
**(Yogesh Kumar Gupta)**  
**ACP (Deputy Director)**  
**Department of IT&C**

**2. PROJECT PROFILE & BACKGROUND INFORMATION**

Department of Information Technology & Communication, Government of Rajasthan intends to select an agency for Renewal of Tier-IV Certification of Operational Sustainability for Rajasthan State Data Center P-IV (BSDC) at Jaipur Rajasthan.

Following Data Centers were set up at different intervals as per requirements to provide efficient electronic service delivery. It was also emphasized that proposed usage of above mentioned data center operations started of RSDC P-4. List of data centers under DoIT&C are as follows: -

Phases	Location	Server Farm Area	Rack Space	Date of start of operations	Type of Usage
Phase – I	1 <sup>st</sup> Floor, IT Building, Yojana Bhawan Campus, Jaipur	1700 sq.ft.	43	27-06-2011	Development & Staging
Phase – II	New Library Building, Secretariat, Jaipur	400 sq. ft.	5	15-07-2015	e-Sign DRC
Phase – III	3 <sup>rd</sup> Floor, Yojana Bhawan, Jaipur	2050 sq.ft.	81	15-12-2015	Near DR & NOC
RSDC P-IV (BSDC)	Sansthan Path, Jhalana Institutional Area, Jaipur	25000 sq. ft.	600	19-08-2019	Production Data Center
Disaster Recovery	Jodhpur	2000 sq. ft.	80	27-07-2018	Far DR& e-Sign DC

Rajasthan State Date Center P-IV (RSDC P4, erstwhile known as BSDC, Bhamashah State Data Center) is constructed at Sansthan Path, Jhalana Institutional area, Jaipur is having 600 Racks to host applications on a common infrastructure to ease of integration and efficient management. It was inaugurated on 06-10-2018 and its operations have been started on 19-08-2019. RSDC P-IV is UPTIME Tier-IV Design, Facility and operation sustainability certified data center. RSDC P-IV is also GRIHA certified (Four Star) data center.

Uptime Tier-IV certification offers numerous benefits for government data centers, significantly enhancing their reliability and operational efficiency. With a uptime of 99.995%, these facilities ensure critical services remain uninterrupted, which is essential for public trust and service delivery. The rigorous standards for fault tolerance and disaster recovery increase security, safeguarding sensitive information against failures and cyber threats. Further strengthening the integrity of government operations. Overall, Tier-IV certification not only enhances operational capabilities but also promotes innovation and public confidence in government data management.

### 3. QUALIFICATION/ ELIGIBILITY CRITERIA

This RFP is hereby issued only to **M/s Triente Technologies** which is authorized agency in India by Uptime Institute Professional Services LLC and qualified for Renewal of Tier-IV Certification of Operational Sustainability for Bhamashah State Data Centre, Rajasthan who is required to quote for the bid.

The bidder is required to submit the supporting documents as evidence to fulfil the eligibility criteria will be evaluated by the Tendering Authority. During the bid evaluation stage, the Tendering Authority may request for clarification (if required).

The bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	OEM* or it's India subsidiary/ sales office/ Authorized agency AND The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008	Copy of Certificates of incorporation of bidder/ Partnership deed/LLP Certificate/any other relevant document.  Bidder has to provide letter regarding authorization from OEM (not needed if OEM is bidding)
2.	Tax Registration	The bidder should have a registered number of i. GST registration certificate ii. Income Tax / PAN number	Copies of GST & PAN Card
3.	Mandatory Undertaking	Bidder should: a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;  b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or mis-	A Self Certified letter <a href="#">Annexure-4: Self-Declaration</a>

		<p>representations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
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#### **4. SCOPE OF WORK, DELIVERABLES & TIMELINES**

##### **1) Details of work (SoW)**

Department of Information Technology & Communication (DoIT&C), Government of Rajasthan, India has requested consulting and Certification in regards to the Uptime Institute Professional Services for Renewal of Tier-IV Certification of Operational Sustainability for RSDC P-IV (BSDC) at Jaipur Rajasthan.

Uptime Institute Professional Services will uniquely provide DoIT&C with unbiased recommendations and consultation to optimize both the performance and operability of Rajasthan State Data Center P-IV (BSDC).

##### **2) TIER-IV CERTIFICATION OF OPERATIONAL SUSTAINABILITY**

Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC to assess the site management program of the Rajasthan State Data Center P-IV (BSDC) for the purposes of awarding Certification of Operational Sustainability. Uptime Institute Professional Services to evaluate the effectiveness of each component of Management & Operations and Building Characteristics. Weighted points will be assigned to each component. The Operational and Sustainability Certification of Gold, Silver, or Bronze will be determined by the total number of points. The validity term of the Certification is correlated to award level: Gold—3 years, Silver—2 years. Bronze –1 year. If the points are not sufficient for Bronze, immediate redress and re-assessment are strongly recommended.

Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC shall perform the following tasks with participation of the Rajasthan State Data Center P-IV (BSDC) site operations team:

- Prior to site visit:
  - Prepare an agenda, list of documents, and individuals that need to be available for the site visit and distribute them to the site team.
  - Conduct initial Site Location risk assessment.
- Perform the on-site assessment to include:
  - In-brief to the site staff on assessment process.
  - Tour the data center.
  - Meet individually or in groups with members of the Data center operations and maintenance to validate the existence of specific Operational Sustainability behaviors or risks in accordance with Tier Standard: Operational Sustainability.
  - Survey the local area to identify any potential Site Location risks.
  - Before departing the site, de-brief Management on observations made during the visit.
- Subsequently, in Uptime Institute Professional Services offices, document Operational Sustainability deficiencies, recommendations for improvement, and determine the Gold, Silver, or Bronze Certification. A formal report of findings will be provided in PDF format.
- Award Rajasthan State Data Center P-IV (BSDC) a letter, foil, and plaque of Operational Sustainability Certification.

**NOTES:** Tier –IV Certification of Operational Sustainability is awarded solely to the Rajasthan State Data Center P-IV (BSDC)

**EXISTING TIER-IV CERTIFICATEION OF OPERATIONAL SUSTAINABILITY**

- Please see [ANNEXURE 10](#)

**3) Roles and Responsibilities**

Process of Service delivery and Roles & Responsibility are as hereunder but not limited to:-

***Tier –IV Certification of Operational Sustainability***

- Coordination of site visit  
~ Responsibility: DoIT&C & Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- Site Location Risk Assessment  
~ Responsibility: Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- Team deployed to data center site location  
~ Responsibility: Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- On-site assessment of Operational Sustainability behaviours  
~ Responsibility: Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC with Customer support
- Assessment outlined and site departure  
~ Responsibility: Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- Evaluation and report writing in offices  
~ Responsibility: Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- Teleconference to ensure understanding of report findings  
~ Responsibility: DoIT&C & Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- Letter and foil of Operational Sustainability Certification awarded by Uptime Institute  
~ Responsibility: Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- Plaque of Operational Sustainability Certification awarded by Uptime Institute  
~ Responsibility: Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC
- Please note that if a return (second) trip to the facility is required, this will necessitate additional scope at additional fee  
~ Responsibility: DoIT&C & Selected bidder on the behalf of M/s Uptime Institute Professional Services LLC

## **5. INSTRUCTION TO BIDDERS (ITB)**

### **1) Downloading of Bidding/ Tender Documents**

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped on the date mentioned in NIB or as per followed corrigendum. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to only prospective bidder free of cost.
- c) Bidding documents received by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

### **2) Changes in the Bidding Document**

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### **3) Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not

extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

**4) Format and Signing of Bids**

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single Stage-one part/ cover system shall be followed for the Bid
  - i Technical Bid, including eligibility & technical documents
  - ii Financial Bid
- d) The Technical Bid shall consist of the following documents shall be uploaded in scanned PDF format (Bidders are required to provide content list by filling relevant page no.'s in the bid document being submitted as per the table given below): -

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
Note: Proof of submission of processing fee in original instruments should be submitted before opening of Bids in office of Officer In-charge. In the absence of these original instruments, bid of participating bidders shall be rejected.		

S.No	Documents Type	Document Format
<b>Technical Documents</b>		
1	Tender Form	As per <a href="#">Annexure-2</a> (PDF)
2	Legal Entity	Copy of Valid Certificate as per RFP
3	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per <a href="#">Annexure-3</a> (PDF)
4	Self-Declaration / Declaration by Bidder/ Conformity/ No Deviation	As per <a href="#">Annexure-4</a> (PDF)
5	Covering Letter – Technical Bid	As per <a href="#">Annexure-5</a> (PDF)
6	Undertaking On Authenticity Of Services	As per <a href="#">Annexure 12</a> -(PDF)
7	GST Certificate	Copy of the Document
8	Pan card Copy of the Document	Copy of the Document
9	MAF	As per <a href="#">Annexure 13</a> -(PDF)
10	RFP	Seal and Signed RFP

Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per <a href="#">Annexure-6</a> (PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal



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

**5) Cost & Language of Bidding**

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

**6) Deadline for the submission of Bids**

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

**7) Withdrawal, Substitution, and Modification of Bids**

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.
- c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of Bid.

**8) Opening of Bids**

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidder or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the

opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- d) All the documents comprising of technical Bid/Financial bid/ cover shall be opened & downloaded from the eProcurement website (only for the bidders who have submitted the prescribed fee(s) to tendering authority).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: RFP -
  - a) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - b) bid is valid for the period, specified in the bidding document;
  - c) bid is unconditional and the bidder has agreed to give the required performance security; and
  - d) other conditions, as specified in the bidding document are fulfilled.
  - e) any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of processing fee.

**9) Selection Method:**

The selection method is receiving financial quotation from Single Source subject to negotiation as permissible under RPPP Act.

**10) Clarification of Bids**

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the eProcurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings

**11) Verification of Eligibility Documents by DoIT&C**

Tendering Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document, the bidder shall, when so required by Tendering Authority, make available all such information, evidence and documents as may necessary for such verification. Any such verification or lack of verification by Tendering Authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of

Tendering Authority there under, if any statement, information and documents submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act 2012.

## **12) Evaluation & Tabulation of Technical Bids**

### **A. Determination of Responsiveness**

- a) The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document. RFP
- c) A material deviation, reservation, or omission is one that,
  - i. if accepted, shall:-
    - 1 affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - 2 limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d) The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e) The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

### **B. Non-material Non-conformities in Bids**

- a) The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder.

**C. Technical Evaluation Criteria**

Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and signing of Bids”.

**D. Tabulation of Technical Bids**

- a) If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b) The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

**13) Evaluation & Tabulation of Financial Bids**

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bid of the bidder shall be considered for further proceedings after qualifying in technical evaluation;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

**14) Correction of Arithmetic Errors in Financial Bids**

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

**15) Price/ purchase preference in evaluation**

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

In case of MSMEs, purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

**16) Negotiations**

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the prebid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and RFP consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids .
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

**17) Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - a) the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - b) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - c) the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - d) the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - e) the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - f) a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - a) communicated to the concerned bidder in writing;
  - b) Published on the State Public Procurement Portal, if applicable.

**18) Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful RFP is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, A written intimation OR Letter of Intent / Acceptance (LOI / LOA) shall be sent to the concerned bidder by registered post or e-mail and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- g) The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- h) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

**19) Information and publication of award**

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

**20) Procuring entity's right to accept or reject any or all Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding



process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

**21) Right to vary quantity and Repeat Orders**

- a. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents
- b. Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.
- c. Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-
  - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - (b) 50% of the value of goods or services of the original contract.
- d. If the bidder quotes/ reduces its price to render similar goods, works or services at a price lower than the work order / rate contract price to anyone in the State at any time during the project, any additional order [repeat orders for extra items or additional quantities] shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the project and the work order/ rate contract shall be amended accordingly. The bidder shall be responsible to intimate Procuring entity about the price fall.

**22) Price Fall**

If the bidder i.e. rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the rate contract and the rate contract shall be amended accordingly.

**23) Performance Security**

- a) Performance security shall be solicited from all successful bidders except the,-
  - (i) Departments/Boards of the State Government or Central Government;
  - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
  - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
  - (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.

- b) The amount of performance security shall be 5%, **or as may be specified in the GoR rules and regulations or notifications**, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
- a) deposit through eGRAS;
  - b) Bank Draft or Banker's Cheque of a scheduled bank;
  - c) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - d) Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
  - e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
  - f) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.
- d) Performance security furnished in the form specified in clause [a.] to [f.] of (c) above shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
- a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) **Additional Performance Security:**
- a. In addition to Performance Security as specified in rule 75, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid. The



additional performance security shall be equal to fifty percent of unbalanced bid amount. The additional performance security shall be deposited in lump sum by the successful bidder before execution of agreement. The additional performance security shall be deposited through e-Grass, Demand Draft, Banker's cheque, Government securities, Bank Guarantee or electronic bank guarantee (e- BG).

Explanation: For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent (15%) of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent (85%) of Estimated Bid Value minus Bid Amount Quoted by the bidder.

- b. In case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken.
- c. The Additional Performance Security shall be refunded to the firm after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

#### **24) Execution of agreement**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.
- e) Bidder has also to sign non-Disclosure agreement with the tendering authority as per indicative format attached in [Annexure-09](#).

#### **25) Confidentiality**

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

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

## **26) Cancellation of procurement process**

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

## **27) Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) Any bidder participating in procurement process shall
  1. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  2. Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

3. Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
  4. Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
  5. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  6. Not obstruct any investigation or audit of a procurement process;
  7. Disclose conflict of interest, if any; and
  8. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.
- c) Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

### **28) Conflict of Interest**

A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

### **29) Interference with Procurement Process**

A bidder, who: -

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

### **30) Appeals**

- a) Subject to section 4 of RTPP Act, 2012, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
- a) Provided that after the declaration of a bidder as successful in terms of section 27 of RTPP Act, 2012, the appeal may be filed only by a bidder who has participated in procurement proceedings.
  - b) Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub-section (2), the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the 31 period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.
- c) 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.
- d) 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.
- First Appellate Authority :** Secretary, IT&C, Govt. of Rajasthan  
**Second Appellate Authority:** Secretary, Finance (Revenue) Department, Govt. of Rajasthan.
- e) Fee for filing appeal
- (i) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - (ii) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per [Annexure-8](#) 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.
- g) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
- h) Procedure for disposal of appeal:

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - I. hear all the parties to appeal present before him; and
  - II. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### **31) Stay of procurement proceedings**

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

### **32) Vexatious Appeals & Complaints**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

### **33) Offenses by Firms/ Companies**

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:  
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - a) "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
  - b) "director" in relation to a limited liability partnership or firm, means a partner in the firm.

- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

**34) Debarment from Bidding**

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
- under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the RFP time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

**35) Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through 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.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.



### **36) Risk and Cost**

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may terminate the contract and procure the required goods, services, or works from another source which is known as substitution. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority.

The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/ contracts/ work orders etc. by any unit/region etc. of PE.

### **37) Bid Prices/ Comparison of Rates**

- a. Bid prices should be FOR / FOB.
- b. Bid prices should be inclusive of all other taxes, levies, octroi , insurance etc. but excluding of GST/CST.
- c. The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days" time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
- d. For bids invited for Fixed Quantity as one package the evaluation would be done for all the items of the package put together. The item(s) for which no rates has/have been quoted or left blank would be treated as zero i.e. the bidder will supply these item(s) free of cost and the total amount would be computed accordingly. There is no option with Bidder to submit quote for partial quantity of any items. Procuring Entity will award contract to the lowest priced responsive bidder for this whole package together. Discounts of any kind shall not be considered.
- e. For bids invited as item-wise, the bid evaluation would be done for each item separately. There is no option with Bidder to submit quote for particle quantity for any items. If the Bidder does not want to Bid for a particular item, then it should be left blank or filled Zero. Procuring Entity will award the contract for each item separately to the lowest priced

responsive bidder for that item. Discounts of any kind shall not be considered.

**38) Change In Law**

Unless otherwise specified in the Contract, if after the date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions.

**39) Provision In Conflict**

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

**40) Jurisdiction:**

The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.



## **6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

Bidders should read these conditions carefully and comply strictly while sending their bids.

### **Definitions**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

**Note:** The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

### 1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### 2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 4) Joint Venture, Consortium or Association

No Consortium/JV is allowed.

### 5) Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be

the ones which are produced in volume and are used by a large number of users in India/abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
- d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

## **6) Notices**

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

## **7) Service of Notices Documents & Orders**

- A. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- B. A notice, document or order shall be deemed to be served on any individual by –
  - a. delivering it to the person personally; or
  - b. leaving it at, or sending it by post/authorised e-mail to, the address of the place of residence or business of the person last known;
  - c. On a body corporate by leaving it at, or sending it by post/authorised e-mail to, the registered office of the body corporate.
- C. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

## **8) Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

## **9) Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services, works to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply works shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 6 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted

hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

#### **10) Delivery & Installation**

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall provide the ordered services and its troubleshooting, configuration and maintenance of the system as per specifications within the specified delivery/ completion period at the various sites, offices/ locations mentioned in the PO/ WO.
- d) The successful bidder shall be required to shift the equipment within the building premises without any additional cost to the purchaser.
- e) The supplied manpower can be reshuffled at any of the sites as per requirements.
- f) Any deputed manpower may require visiting one site to another site as per requirement. The expenses of the visits shall be borne by the bidder.
- g) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

#### **11) Supplier's/ Selected Bidder's Responsibilities**

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

#### **12) Purchaser's Responsibilities**

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

#### **13) Contract Price**

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

**14) Recoveries from Supplier/ Selected Bidder**

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

**15) Taxes & Duties**

- a) The TDS, GST if applicable, shall be deducted at source/ paid by tendering authority as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**16) Copyright**

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**17) Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the

Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Purchaser or Supplier/ Selected Bidder need to share with tendering authority or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive during the course of agreement and after two years of completion or termination, for whatever reason, of the Contract.

#### **18) Sub-contracting**

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

#### **19) Specifications and Standards**

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the selected bidder.
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications enclosed other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or

designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.
- f) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

## **20) Insurance**

- a) The Manpower supplied under the Contract shall be fully insured. The Purchaser shall not be responsible for any mishappening with the supplied Manpower at the site. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The services will be delivered at the FOR destination in perfect condition.

## **21) Inspection**

- a) The Purchase Officer or his duly authorized representative shall inspect the relevant documents of the profiles as prescribed in the RFP. If required, the supplied manpower may be interviewed to verify the required skills of the profile at time of joining in presence of senior official of the supplier.
- b) The supplier/ selected bidder shall furnish complete information of the profiles.

## **22) Rejection**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of DoIT&C's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the



approved rates. The deduction so made shall be final.

- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.
- d) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualifications, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame.

**23) Extension in execution of work and Liquidated Damages (LD)**

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the tendering authority was required to supply them to the supplier of goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the tendering authority as per terms of the contract.



- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
  - vi. If tendering authority is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery of services period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of works which supplier has failed to complete: -

a. Delay up to one fourth period of the prescribed delivery period, successful completion of work	2.5%
b. Delay exceeding one fourth but not exceeding half of the prescribed completion of work.	5.0%
c. Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful completion of work.	7.5%
d. Delay exceeding three fourth of the prescribed delivery period, successful completion of work.	10.0%

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. \*The percentage refers to the payment due for the associated works/ goods/ service.
- iv. LD shall be applicable on charges quoted by the bidder as per RFP.

## **24) Authenticity of services**

- a. The selected bidder shall certify (as per [Annexure-12](#)) that the supplied manpower/Services genuine/ authentic, having desired qualification and experience, having good conduct, not having any criminal record in the country.
- b. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said services, the purchaser will be entitled to reject the said services, on such rejection the services will be at the selected bidder's risk and all the provisions relating to rejection of services etc., shall apply. The selected bidder shall, if so called upon to do, replace the services/manpower etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- c. Services accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract.

## **25) Patent Indemnity**

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
  - ii. the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## **26) Limitation of Liability**

Except in cases of gross negligence or willful default: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

## **27) Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the DOIT&C in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Tendering Authority, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) In case a Force Majeure situation occurs with the Tendering Authority, the Tendering Authority may take the case with the supplier/ selected bidder on similar lines.

## **28) Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
- i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

## 29) Termination

### a) Termination for Default

The tender sanctioning authority of tendering authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least Two Weeks sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

- a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by tendering authority; or
- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits breach of any condition of the contract.

If procuring entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

### b) Termination for Insolvency

Tendering authority may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to tendering authority.

### c) Termination for Convenience

- a. The Contract may terminate, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated and the date upon which such termination becomes effective.
- b. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- c. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - i. To have any portion completed and delivered at the Contract terms and prices; and/or
  - ii. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

### 30) Exit Management

#### 1. Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

#### 2. Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by tendering authority to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the tendering authority as desired by the procuring entity during the exit management period.
- iii. Tendering authority during the project implementation phase and the operation and <sup>RFP</sup> management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide tendering authority or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
  - a. In the event, if the assets which to be transferred to tendering authority mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to tendering authority or its nominated agencies.
  - b. All title of the assets to be transferred to tendering authority or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
  - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession,

including the entire established infrastructure supplied by selected bidder to tendering authority.

- d. That the products and technology delivered to tendering authority during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of tendering authority. Supplied hardware, software & documents etc., used by selected bidder for tendering authority shall be the legal properties of tendering authority.

3. Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow tendering authority or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable tendering authority or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. Tendering authority or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit tendering authority or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by tendering authority or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

4. Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to tendering authority or its nominated agencies the following:

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;
- iii. All current and updated data as is reasonably required for purposes of <sup>RFP</sup> tendering authority or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by tendering authority or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable tendering authority or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to tendering authority or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected bidder shall deliver to tendering authority or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

5. Transfer of certain agreements



- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by tendering authority or its nominated agencies, or its replacement operator.
  - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to tendering authority or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
6. General Obligations of the selected bidder
  - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to tendering authority or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
  - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
7. Exit Management Plan
  - i. The selected bidder shall provide tendering authority or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
  - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on tendering authority operations as a result of undertaking the transfer; and
  - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to tendering authority or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
  - v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date. vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by tendering authority or its nominated agencies.
  - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.



viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services. ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the selected bidder to support new operator during the transition period.

### **31) Procurement Governing Act & Rules**

All the provisions and clauses of RTPP Act 2012 and Rules 2013 (as per amended time to time) thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. The bidders are advised to adhere the provisions as mentions in RTPP Act 2012 and Rules 2013.

### **32) Restrictions on procurement from a bidder of a country which shares a land border with India**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered either with the Competent Authority of GoI by Department of Promotion of Industries and internal trade under the Ministry of Commerce and Industry or with the Competent Authority of GoR.

### **33) Change Requests/ Management**

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) Tendering Authority may at any time, by a written order given to the bidder , make changes within the general scope of the Agreement in any one or more of the following: -
  - Designs, specifications, quantities, requirements with software or service to be provided under the Agreement are to be specifically developed and rendered for Tendering Authority.
  - The method of deployment, shipping or packing.
  - Schedule for Installation Acceptance.
  - The place of delivery and/or the services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
  - Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by Tendering Authority.
  - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
  - Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
  - Verification of the change - The change will be verified by Tendering Authority on implementation of the change request.
  - Approval or disapproval of the change request –Tendering authority will approve or disapprove the change requested including the additional payments for supply, installation. And quoted rates shall be used for cost estimation resulting from the change request.

- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of Tendering Authority. In the event that the consent of Tendering Authority is not received then the change will not be carried out.
- e) While approving any change request, if required, Tendering Authority may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the Tendering Authority change order which shall not be unreasonably withheld or delayed.

**7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

**1) Project Deliverables, Milestones / Timelines of Project**

The tentative milestones and timelines of the project completion are given as follow.

S.No	Activity	Deliverables	Timelines
1	Renewal of Tier -IV Certification of Operational Sustainability	Final Delivery of Tier-IV Certification of Operational Sustainability Reports	T + 4 Months

Note: T is referred as date of Work Order.

**2) Payment Terms and Schedule**

Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

S.No	Work/Services/Major Milestone	Deliverables	Payment
1.	After Scheduled the site visit of team for Tier-IV Certification of Operational Sustainability	Documents related to scheduled site visit	50 % Payment based on quoted against BoQ
2.	Tier -IV Certification of Operational Sustainability	Final Delivery of Tier-IV Certification of Operational Sustainability Reports	50 % Payment based on quoted against BoQ.

- a. The selected bidder’s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b. Due payments shall be made promptly by the purchaser, generally within 30 to 45 days after submission of request for payment along with an invoice and all other requisite documents by the supplier/ selected bidder.
- c. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- d. All remittance charges will be borne by the supplier/ selected bidder.
- e. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f. Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- g. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

**ANNEXURE-1: BILL OF MATERIAL (BoM)**

S.No.	Item	Unit	Quantity
1	2	3	4
1	Renewal of Tier-IV Certification of Operational Sustainability Reports	Lot	1

**ANNEXURE-2: TENDER FORM**

{To be submitted by the bidder only on Letter Head duly signed and sealed by Auth. Sign.}

**1) Addressed to:**

<b>Name of the Tendering Authority</b>	Commissioner
<b>Address</b>	Department of Information Technology & Communication, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)– 302005
<b>Telephone</b>	0141-5103902
<b>Tele Fax</b>	0141-2228701
<b>Email</b>	<a href="mailto:yogeshgupta.doit@rajasthan.gov.in">yogeshgupta.doit@rajasthan.gov.in</a> (please mention the NIB no. in the subject)

**NIB Reference No.:**

**2) Firm Details**

<b>Name of Firm</b>				
<b>Name of CMD of the Firm with email id, contact number</b>	Name: Email ID: Contact No.:			
<b>Name of Authorized Contact Person with Designation</b>	Name: Designation: Email ID: Contact No.:			
<b>Registered Office Address</b>				
<b>Address of the Firm</b>				
<b>Year of Establishment</b>				
<b>Type of Firm Put Tick ( ) mark</b>	Public Limited	Private Limited	Partnership	Proprietary
<b>Telephone Number(s)</b>				
<b>GST Number</b>				
<b>PAN Card Number</b>				
<b>Email Address</b>				
<b>Website</b>				
<b>Fax No.</b>				
<b>Mobile Number</b>				
<b>Certification/Accreditation/Affiliation, if Any</b>				

- 3) The requisite DOIT&C/RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/BC/receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- 4) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: \_\_\_\_\_ Authorized Signatory: \_\_\_\_\_

**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE**

**{To be filled by the bidder}**

To,

The Commissioner,  
Department of Information Technology & Communication (DOIT&C),  
IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the

Organization: - Date: \_

Place: \_\_\_\_\_

Verified Signature:

**ANNEXURE-4: SELF-DECLARATION**

**{To be filled by the bidder}**

To,  
The Commissioner,  
Department of Information Technology & Communication (DoIT&C),  
IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

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

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

This is to certify that, the specifications of the required services in the RFP which I/ We have mentioned in the technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding.



I/ We declare that I am/we are bonafide/ Authorised Agency recognized globally for Tier certification standards for data center performance, Design, Construction, and Operational Sustainability along with its Management & Operations reviews, methodology, and Efficient IT Stamp of Approval.....

- j) I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

*I/we is/are not with beneficial ownership from such country and will not supplying finished goods procured directly or indirectly from such country.*

**OR**

*I/we is/are with beneficial ownership from such country and/or will be supplying finished goods procured directly or indirectly from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.*

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

Thanking you,

Name of the Bidder: -

Authorised Signatory:

- Seal of the

Organization: - Date: \_

Place: \_\_\_\_\_

**ANNEXURE-5: COVERING LETTER – TECHNICAL BID**

{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.}

To,  
The Commissioner,  
Department of Information Technology & Communication (DoIT&C),  
IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Ref: Request for Proposal (RFP) Notification dated..... No.....

Dear Sir,

1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any RFP deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. 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.
5. I/We agree to abide by this RFP for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We undertake 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 India namely "Prevention of Corruption Act, 1988".
7. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.
8. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our noncooperation for the same shall be grounds for termination of service.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT**

{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.}

To,  
The Commissioner,  
Department of Information Technology & Communication (DoIT&C),  
IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

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

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

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory Name:

Designation:

**Financial Bid Format**

**{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}**

Sr. No.	Item Description	Quantity	Units	Unit Price (Incl. all incidental charges and all Taxes but Excl. GST)	Total GST* on Column No-5 (if applicable)	Total Amount (Including GST)
1	2	3	4	5	6	7=5+6
1	Renewal of Tier-IV Certification of Operational Sustainability Reports.					
	<b>Total Amount</b>					
	<b>Total Amount in Words</b>					

**Note:**

- a) The payment of GST shall be done as per prevailing rates.
- b) In case a bidder fails to indicate the amount of GST, in the prescribed column then the bid value shall be calculated without including the component of GST for the purpose of bid evaluation, and total bid price shall be considered accordingly.

**ANNEXURE-7: DRAFT AGREEMENT FORMAT**

{To be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Department of Information Technology & Communication (DOIT&C), having its head office at IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DOIT&C) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And  
M/s \_\_\_\_\_, a company registered under \_\_\_\_\_ with its registered office at \_\_\_\_\_ (herein after referred as the "Successful Bidder/ Successful bidder") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,  
Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated \_\_\_\_\_ of <NIB No \_\_\_\_\_>.

And whereas  
M/s \_\_\_\_\_ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas  
Purchaser has accepted the bid of supplier and has placed the Work Order / Letter of Intent vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which, on which M/s \_\_\_\_\_ has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas  
The successful bidder has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under:

1. The NIB Ref. No. ....and RFP i.e. Final RFP document issued by DOIT&C along with its enclosures/ Annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by the DOIT&C to the Successful Bidder at the rates set forth in the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_, the Successful Bidder will duly provide the related services in the manner set forth in the RFP, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.

3. The DOIT&C do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFP document.
5. In case of extension in the delivery period and/or completion period is granted with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods and Services which the selected bidder has failed to supply or complete the work: -

Sr.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed delivery period & completion of Goods and Services.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period & completion of Goods and Services.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period & completion of Goods and Services.	7.5 %
d.	Delay exceeding three fourth of the prescribed delivery period, & completion of Goods and Services.	10.0 %

**Note:**

- i. Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%. The percentage refers to the payment due for the associated milestone.
  - iii. If the Successful Bidder requires an extension of time in completion of services on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of services and it shall be discretion of the authority to extend the same or not.
  - iv. Delivery completion period may be extended with or without liquidated damages on the will of authority if the delay in the service/ delivery in on account of hindrances beyond the control of the Successful Bidder.
6. The Penalties/LD shall be implemented and deducted as defined in the RFP.
  7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties hereto have set their hands on the \_\_\_\_\_ day of \_\_\_\_\_ (Year).

Signed By:	Signed By:
( ) Designation: Company:	( ) Designation: Department of Information Technology & Communication, Jaipur
In the presence of:	In the presence of:
( ) Designation: Company:	( ) Designation: Department of Information Technology & Communication, Jaipur
( ) Designation: Company:	( ) Designation: Department of Information Technology & Communication, Jaipur



**ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2013**

Appeal No .....of .....

Before the ..... (First/ Second Appellate Authority)

1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

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

- a. <please specify>
- b. <please specify>
- c. <please specify>

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: <please specify>

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

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. 7. Prayer: <please specify>

Place .....

Date .....

**ANNEXURE-9: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This confidentiality and non-disclosure agreement (“Agreement”) is made on this \_day of \_ , 2024

**BETWEEN**

Commissioner, DoIT&C., IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (hereinafter referred to as “DOIT&C”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

**AND**

M/s. < Technology Partner>, <Address of Technology Partner> (hereinafter referred to as “Successful Bidder/ Supplier”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

**WHEREAS**

- a) The DOIT&C wishes to appoint an agency for Renewal of Tier-IV Certification of Operational Sustainability for Rajasthan State Data Center RSDC P- IV (BSDC), Jaipur –For the purpose there will be a requirement to exchange certain information related to or hosted in Rajasthan State Date Center (RSDC) Phase I, II, III, IV(Jaipur) and DR site (Jodhpur) which is proprietary and confidential information.
- b) The DOIT&C is willing to disclose such information to successful bidder only on the terms and conditions contained in this Agreement. successful bidder agrees to hold the Covered Data and Information in strict confidence. successful bidder shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/DOIT&C except as permitted or required by the Agreement, or as otherwise authorized in writing by DOIT&C.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1) Definition: In this agreement unless the contest otherwise requires:**

- 1.1. "Confidential Information" shall mean
  - a) any and all information concerning Rajasthan State Data Center’s (RSDC’s)
  - b) any and all trade secrets or other confidential or proprietary information related to RSDC’s and data /information hosted in RSDC’s.
  - c) Passwords of IT/Non-IT equipment of RSDC, user identifications, or other information that may be used to access information systems, network diagrams, technical specifications of IT/Non-IT equipment, policies of firewall/IDS/IPS /routers /switches and

information hosted on IT equipment in RSDC.

- 1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related to or hosted in RSDC and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.
- 1.3. “The reports or other deliverables required as part of the Services shall be owned by Purchaser; provided, however, that all Supplier IP shall remain solely the property of Supplier. (The term “Supplier IP” means all methodologies, research, software, tools, compilers, specifications, concepts, techniques, documentation and/or data utilized by Supplier in the performance of the Services, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services), and all intellectual property rights therein, which (a) have been originated or developed by Supplier, any of its Affiliates or Third Parties outside of the scope of the Services, or (b) have been purchased by or licensed to Supplier. Supplier IP includes all patent, copyright, trade secret and other intellectual property rights related to any of the foregoing. Nothing contained in the Agreement or any Purchase Order, shall be construed to grant to Purchaser any right, title, license or other interest (whether by estoppel, implication or otherwise), in any Supplier IP, except that (i) Purchaser shall have the limited right and license to display the foil for any certification awarded, and to use the Supplier name and trademark in connection therewith, and (ii) Purchaser shall have the limited right and license to use Supplier IP, solely internally and for Purchaser’s internal purposes, to the extent necessary for Purchaser to have the use of such reports and other deliverables as provided in the applicable Purchase Order.”

## **2) Limitations on Use and Disclosure of Confidential and Proprietary Information**

- 2.1. Confidential and Proprietary Information disclosed by the DOIT&C and/or other departments/PSU whose data are hosted in RSDC shall be used by the successful bidder solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. ... .. dated..... 2024 and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by DOIT&C or its representative. Successful bidder shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.
- 2.2. Confidential and Proprietary Information shall not be copied or reproduced by the successful bidder without the express written permission of the DOIT&C, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. ....Dated \_\_\_\_\_2024.
- 2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the successful bidder who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement.

Any further disclosure of confidential and Proprietary Information by the successful bidder shall be treated as a breach of this Agreement by the successful bidder.

- 2.4. Confidential and Proprietary Information shall not be disclosed by the successful bidder to any third party without the prior written consent of the First Party.
- 2.5. This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
  - a) was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the successful bidder; or
  - b) was, at the time of receipt, otherwise known to the successful bidder without restriction as to use or disclosure; or
  - c) becomes known to the successful bidder from a source other than the DOIT&C and/or other departments/PSU without a breach of this Agreement by the successful bidder; or
  - d) is developed independently by the successful bidder without the use of Proprietary Information disclosed to it hereunder; or
  - e) is otherwise required to be disclosed by law.

**3) Business Obligation:**

- 3.1. During the complete contract period and even after 3 years of the expiry of the agreement the expiry of the agreement, the successful bidder shall not
  - a) Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
  - b) Use Confidential Information for its own benefit or for the benefit of any person or entity other than the DOIT&C, without the prior written consent of the DOIT&C.
- 3.2. Whereas, the DOIT&C as a matter of policy and with a view for Tier-IV Certification of Operational Sustainability for Rajasthan State Data Center RSDC P- IV (BSDC), Jaipur has given order to the bidder Work Order No..... dated ..... for a period of as specified in the RFP.
- 3.3. Whereas, the DOIT&C under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e., person or persons (employees of successful bidder) had entered into an agreement with the successful bidder that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.
- 3.4. Whereas, the successful bidder has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the successful bidder shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.5. Whereas, the successful bidder having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the successful bidder shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the DOIT&C and if this is violated, the DOIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6. Whereas, the DOIT&C shall have the entire control over the functioning of the successful bidder and the successful bidder shall work according to the instruction of the DOIT&C and

in case if this is violated by the successful bidder in any mode or manner, the DOIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.7. Whereas, if the successful bidder permits any person or persons without permission of the DOIT&C to have —

- a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
- b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the DOIT&C to have access to any computer system or computer network by any means;

Shall be liable to pay damages by way of compensation and would also be liable for criminal prosecution in accordance with the prevailing laws.

3.8. Successful bidder shall report to DOIT&C any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by DOIT&C. Successful bidder shall make the report to DOIT&C within not less than one (1) business day after successful bidder learns of such use or disclosure. Successful bidder report shall identify:

- a) The nature of the unauthorized use or disclosure,
- b) The confidential and/or proprietary information/data used or disclosed,
- c) Who made the unauthorized use or received the unauthorized disclosure,
- d) What successful bidder has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e) What corrective action successful bidder has taken or shall take to prevent future similar unauthorized use or disclosure.

SUCCESSFUL BIDDER shall provide such other information, including a written report, as reasonably requested by DOIT&C.

3.9. The successful bidder hereby agrees and consents that temporary or permanent injunctive relief and/or an order of specific performance may be granted in lieu of, or in addition to other available relief in any proceeding brought by DOIT&C to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

#### **4) Dispute Resolution:**

4.1. Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, the courts at Jaipur shall only have jurisdiction to adjudicate the disputes/differences.

IN WITNESS WHERE OF the Parties here to have here unto set their hands and seal the day and

year first above written.

Signed By:	Signed By:
( ) Designation: Company:	( ) Designation: Department of Information Technology & Communication, Jaipur
In the presence of:	In the presence of:
( ) Designation: Company	( ) Designation: Department of Information Technology & Communication, Jaipur
( ) Designation: Company	( ) Designation: Department of Information Technology & Communication, Jaipur

**ANNEXURE-10: EXSITING TIER-IV CERTIFICATE**

(<https://uptimeinstitute.com/uptime-institute-awards/list/datacenter/bhamashah-state-data-centre-bsdc/1599>)



Home / Uptime Institute Awards / List / List /

Client: Department of Information Technology and Communication (DoIT&C), Government of Rajasthan (GoR) /  
Data Center: Bhamashah State Data Centre (BSDC)

**CLIENT DETAILS**



Department of Information Technology  
and Communication (DoIT&C),  
Government of Rajasthan (GoR)

The Department of Computers was established in 1987. In its nascent stage, it was functioning under the State's Planning Department, to provide state government a strong technical foundation to better serve its citizens and to create more accountability and efficiency through computerization. Thereafter, on 1st April 1988, the Department was reconstituted as Directorate of Computers which, with the enhancement in its scope of work form computerization to IT enablement for framing policy, planning, implementation and monitoring of Information & Communication Technologies and e-Governance projects, was further renamed as Department of Information Technology on 30th Sep 1997. Consequently, in the year 2002, the Department was rechristened as Department of Information Technology & Communication which is continued till date.

Website:

<https://doitc.rajasthan.gov.in/>

**PROJECT DETAILS**

**Bhamashah State Data Centre (BSDC)**

Location: Jaipur, India

**AWARDS**





**ANNEXURE-11: BANK GUARANTEE FORMAT**

{To be submitted by the bidder's bank}

**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by DOIT&C
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Non-judicial stamp paper (Rajasthan only) with stamp duty of 0.25% of the BG value or 25,000 whichever is lower.
10. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the DOIT&C at the following address:

The Commissioner,  
Department of Information Technology & Communication (DOIT&C),  
IT Building, Yojana Bhawan, C-Block,  
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).



**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

To,  
The Commissioner,  
Department of Information Technology & Communication (DOIT&C),  
IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Department of Information Technology & Communication (hereinafter called "DOIT&C") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the DOIT&C through ..... and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the DOIT&C an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DOIT&C. Any such demand made on the bank by the DOIT&C shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DOIT&C and We..... (Indicate the name of Bank), bound ourselves with all directions given by DOIT&C regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the DOIT&C any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of DOIT&C under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DOIT&C certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the DOIT&C that the DOIT&C shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DOIT&C against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DOIT&C or any indulgence by the DOIT&C to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with

the previous consent of the DOIT&C in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DOIT&C. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the DOIT&C to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DOIT&C may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature  
(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the DOIT&C  
For and on behalf of the DOIT&C

Signature  
(Name & Designation)

**ANNEXURE-12: UNDERTAKING ON AUTHENTICITY OF SERVICES**

**{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}**

To,

The Commissioner,

Department of Information Technology & Communication (DOIT&C),

IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

This has reference to the items being supplied/ quoted to you vide bid ref. no. \_\_\_\_\_ dated  
\_\_\_\_\_.

We hereby undertake that all the supplied manpower/services/genuine/authentic, having desired qualification and experience, having good conduct, not having any criminal record in the country. We have verified at our own end the genuineness/ authenticity, required qualification, certification, experience and conduct of the supplied manpower.

In case, we are found not complying with above at the time of delivery of services or during course of rendering the services, for the manpower already supplied, we agree to own the responsibility for the same and take back the manpower already supplied and return any amount paid to us by you in this regard.

Authorized Signatory

Name:

Designation:

**ANNEXURE-13: MANUFACTURER'S AUTHORIZATION FORM (MAF)**

**To be filled by the OEM (indicative format)**

To,  
{Procuring Entity},

\_\_\_\_\_

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: NIB/ RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having Head Quarter at {addresses of location} do hereby authorize {M/s \_\_\_\_\_} who is our {Distributor/ Channel Partner/ Authorised agency/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following services provided by M/s Uptime Institute Professional Services LLC :-

*{OEM will mention the details of all the proposed Service(s)}*

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

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

Seal: