



RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Date Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur.

RFP for selecting an agency for comprehensive maintenance of IT Infrastructure of Rajasthan State Date Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur

<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>	Managing Director (MD), RISL, First Floor, C-Block, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

**Bidding Document Fee: Rs. 5,000 (Rupees Five Thousand only)**

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

**RajCOMP Info Services Limited (RISL)**

First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)

Phone: 0141- 5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: [@rajasthan.gov.in](mailto:@rajasthan.gov.in)



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**ABBREVIATIONS & DEFINITIONS**

<b>Agreed Quarterly payment</b>	It means the total payment due in a quarter towards all services – FMS and comprehensive onsite maintenance without calculation of penalties and/ or LD. (i.e. without considering applicable penalties and/or LD).
<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/BoQ</b>	Bill of Material/Bill of Quantity
<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. MD, RISL 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
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order till 3 Years.
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DCO</b>	Data Centre Operator
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>DR Site</b>	Disaster Recovery Site, Mahendra Nath Arora Circle, Jodhpur, Rajasthan
<b>e-Sign DC</b>	e-Sign data Centre, Mahendra Nath Arora Circle, Jodhpur, Rajasthan
<b>e-Sign DR Site</b>	e-Sign DR Site, New Library Building, Secretariat, Jaipur, Rajasthan
<b>ETDC</b>	Electronic Testing & Development Centre
<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>ICT</b>	Information and Communication Technology.



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<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>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>Lof</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. RISL in this RFP document.
<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC-P1</b>	Rajasthan State Data Center Phase – 1, 1 <sup>st</sup> Floor, I.T. Building, Department of Information Technology & Communication, Govt. of Rajasthan, Tilak Marg, Jaipur
<b>RSDC-P2</b>	Rajasthan State Data Center Phase – 3, New Library Building, Secretariat, Department of Information Technology & Communication, Govt. of Rajasthan, Jaipur
<b>RSDC-P3</b>	Rajasthan State Data Center Phase – 3, 3 <sup>rd</sup> Floor, Yojana Bhavan, Department of



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	Information Technology & Communication, Govt. of Rajasthan, Tilak Marg, Jaipur
<b>RSDC-P4</b>	Rajasthan State Data Centre Phase-4, Sansthan Path, Jhalana Institutional Area, Jaipur-302004
<b>RTPP Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<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>SOC</b>	Security Operation Center
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.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>GST</b>	Goods and Service Tax
<b>WO/ PO</b>	Work Order/ Purchase Order



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

UBN no.: RIS2425SLOB00036 Ref No.: F3.3(496)RISL/PUR/2023-24-02123/ BSDC-142		Date: 14.08.2024
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> <li>Name: Managing Director, RISL</li> <li>Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>	
Name & Address of the Procurement Officer In-charge	<ul style="list-style-type: none"> <li>Name: Sh. Sanjay Kumar Bairwa</li> <li>Designation: ACP (DD)</li> <li>Address: Bhamashah State Data Center, Sansthan Path, Jhalana Institutional Area, Near MNIT, Jaipur-302017 (Rajasthan)</li> <li>Email: <a href="mailto:sanjaykumar.doit@rajasthan.gov.in">sanjaykumar.doit@rajasthan.gov.in</a></li> </ul>	
Subject Matter of Procurement	RFP for selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, Phase-IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur	
Bid Procedure	Single-stage: Two part (two envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
Bid Evaluation Criteria (Selection Method)	Low Cost Based Selection (LCBS) –Lowest evaluated technically responsive bid.	
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> <li><b>Websites:</b> <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://www.doitc.rajasthan.gov.in">http://www.doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li> <li><b>Bidding document Fee*:</b> Rs. 5000/- (Rupees Five Thousand Only) in Online/Cash/ Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".</li> <li><b>RISL Processing Fee:</b> Rs. 2500/- (Rupees Two Thousand Five Hundred only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".</li> </ul>	
Estimated Procurement Cost	Rs.25,00,00,000/- (Rupees Twenty-Five Crores only) (Incl. all taxes and levies)	
Bid Security (EMD) and Mode of Payment	<p><b>Amount (INR):</b> Rs 50,00,000/- ( 2% of the estimated procurement cost) or Rs. 12,50,000/- (0.5% in case of SSI Units of Rajasthan), or Rs 25,00,000 ( 1% for those sick industries other than SSI, whose cases are pending with Board of Industrial &amp; Financial Reconstruction <b>OR</b> as per government Prevailing rules and regulations.</p> <p><b>Mode of Payment:</b> Banker's Cheque or Demand Draft or Bank Guarantee (in format specified) of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"</p>	
Period of Availability of Bidding Document	<ul style="list-style-type: none"> <li>Start Date: 14.08.2024 at 6:00 PM</li> <li>End Date: 20.09.2024 at 3:00 PM</li> </ul>	
Date/Time/Place of Pre-bid Meeting	<ul style="list-style-type: none"> <li>Date/Time: 21.08.2024 at 11:30 AM</li> <li>Place: Conference Room, 4<sup>th</sup> Floor, Bhamashah State Data Center, SansthanPath, Jhalana Institutional Area, Near MNIT, Jaipur-302017 (Rajasthan)</li> <li>Pre-requisite: Submission of tender fees as mentioned</li> <li>Last date of submission of pre-Bid Queries:21.08.2024 at 6:00 pm</li> </ul>	
Manner, Start/ End Date for the submission of Bid	<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>Start Date: 29.08.2024 at 06:00 PM</li> <li>End Date: 20.09.2024 at 03:00 PM</li> </ul>	
Submission of Banker's Cheque/ Demand Draft for Processing Fee*	Upto 3:00 PM of 20.09.2024	
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> <li>4:00 PM, 20.09.2024</li> <li>Place: RISL, eProcurement Hall, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>	





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<b>Date/ Time/ Place of Financial Bid Opening</b>	<ul style="list-style-type: none"> <li>• Will be intimated later to the Technically qualified bidders</li> </ul>
<b>Bid Validity</b>	120 days from the last day of bid submission
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1) Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal. 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.</li> <li>2) * In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee up to the time as mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.          {Details of Online (NEFT/IMPS) payment mode:          Name of Bank Account Holder: Managing Director, RISL          Bank Account Number: 07021011001322          Name of Bank: Punjab National Bank          IFSC Code: PUNB0070210          In case of Online payment mode, bidders to mandatory provide deposit details (Date of Deposit, UTR No., Amount, Name of Bidder, and Instrument Type &amp; NIB Ref. No.). Bidder to submit the image of successful transaction receipt in PDF format.</li> <li>3) To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder 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, bidder must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidder already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</li> <li>4) RISL will not be responsible for delay in online submission due to any reason. For this, bidder is 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.</li> <li>5) Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.</li> <li>6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidder interested for training may contact e-Procurement Cell, RISL for booking the training slot.          Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)          e-mail: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a>          Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur</li> <li>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid.</li> <li>8) 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/ authorized partner.</li> <li>9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.</li> <li>10) The provisions of RTPPA Act 2012 and Rules 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.</li> </ol>	

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**(Sanjay Kumar Bairwa)**  
**ACP (Dy Director)**



## **2. PROJECT PROFILE & BACKGROUND INFORMATION**

RajCOMP Info Services Ltd. (RISL) intends to select an agency for providing Comprehensive on-site maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, Phase-IV and DR site of e-Sign at Jaipur and RSDC Disaster Recovery Site at Jodhpur, Rajasthan for next three years.

The Government of Rajasthan recognized the potential of Information and Communication Technology (ICT) for rapid and all round development in general and transforming governance in particular. It was envisioned to make Government services accessible to the common man in his locality, through common service delivery outlets and ensure efficiency, transparency & reliability of such services at affordable costs to realize the basic needs of the common man.

In order to make this vision a reality, the Government of Rajasthan recognized the potential of Information and Communication Technology (ICT) for rapid and all round development in general and transforming governance in particular at very early age in 2005. The State Government has identified various projects along with various e-Governance initiatives at the State level to provide increased number of services electronically. The State Government has set up Data Centres to provide common IT infrastructure to host these planned e-Governance initiatives/applications and to facilitate web-enabled Anytime, Anywhere access.

Keeping in view of above objectives, State Government had set up Data Centres as one of the core infrastructure at different intervals as per requirements to provide efficient electronic service delivery of G2G, G2C and G2B services, to enable various State departments to host their services/applications on a common infrastructure leading to ease of integration and efficient management, ensuring that computing resources and the support connectivity infrastructure is adequately and optimally used to provide better operations & management control; minimize overall cost of Data Management, IT Management and Deployment through use of common infrastructure, which broadly includes - Compute Infrastructure, Cloud Infrastructure, Storage Infrastructure and Network & Security Infrastructure.

All the IT services are being provided and maintained from the Rajasthan State Data Centre Phase-III (Near DR) and Phase-IV (BSDC) as primary site. All the record keeping of Government functioning is being maintained digitally at the primary site and size of applications and data is gradually increasing. Therefore, an active stand by site is required to maintain replica of the existing infrastructure so that each and every transaction can be kept at some another place. Keeping in view some unforeseen disaster at the primary site, disaster recovery planning is essentially required for business continuity. It includes planning for resumption of applications, data, hardware, electronic communications (such as networking) and other IT infrastructure and it refers to the disaster recovery plan (DRP) for IT related infrastructure recovery and continuity. Therefore, a secondary site, Disaster Recovery site at Jodhpur, Rajasthan has been established at remote place and far away from primary sites as a subset of IT infrastructure to plug in and start running so that there is no business disruption.

Rack space / Cloud services are also being provided to other state governments and other organizations for production / disaster recovery site on cost basis/rental basis.

Department is intend to select a Service Integrator(SI) to provide Comprehensive on-site maintenance of the IT equipment including Datacenter IT hardware and software installed in RSDC Phase-III and Phase-IV at Jaipur and DR Site, Jodhpur as mentioned in this RFP for providing AMC and ATS with the vision as mentioned above and as per industry best practices.

### 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

#### 1) Pre-Qualification Criteria

- i. A 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	The bidders 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 A partnership firm registered under Indian LLP act 2008	- Copy of valid Registration Certificates  - Copy of Certificates of incorporation
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ITeS during the last five financial years, i.e., from 2019-20 to 2023-2024 in India (as per the audited balance sheets), should be at least Rs. 50.00 Crores. AND The net worth of the bidder, as on 31 <sup>st</sup> March 2024, should be Positive.	CA Certificate with CA's Registration Number and Seal as per Annexure-15
3.	Tax registration	The bidder should have a registered number of i. GST where his business is located ii. Income Tax / PAN number.	Copies of relevant certificates of registration
4.	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 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; c) not have a conflict of interest in the procurement in question as specified in the bidding document.	Self-Certification by the authorized signatory as per Annexure-6:

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>d) Comply with the code of integrity as specified in the bidding document.</p> <p>e) be an individual organization. Consortium shall not be allowed.</p>	
5.	Experience in providing IT Infrastructure AMC/ATS	<p>A) The bidder must have successfully completed or partially completed, one project of AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/Banks/PSU/Public Limited companies of value not less than the amount of Rs. 10.00 Cr in India during the period from 01 April 2019 to bid submission end date.</p> <p style="text-align: center;">OR</p> <p>B) The Bidder must have successfully completed or partially completed, two projects of AMC/ATS services of IT infrastructure in the Data Centers of Central Government/State Government/Banks/PSU/Public Limited companies of value not less than the amount of Rs. 7.00 Cr each in India during the period from 01 April 2019 to bid submission end date.</p> <p><b>Note:-</b>  <b>The value of the completed or partially-completed work realized should be as per value and date range specified in PQ above.</b></p>	<p>work / Phase Completion Details issued by the client. <b>OR</b> Work / Phase Completion Details certified from the CA.            (Phase Completion report from client as per given below.)</p> <p>1. Phase Completion report must state the work order reference number and value of completed phase</p> <p>2. Phase completion value should not be less than value of required value as per required specific requirement)</p>
6.	Certifications	<p>The bidder must possess, at the time of bidding, a valid</p> <p>a. ISO 27001:2013 or Latest</p> <p>b. ISO 9001:2008 or Latest</p>	Copy of a valid certificates



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7.	Mandatory requisites	The Bidder should have Manufacturers' authorization and a direct back-to-back support agreement with the OEM for the respective equipment's included in the proposed solution as per BOM Annexure-2.	The Bidder must attach authorization by the manufacturer or country distributor in India, for all the respective products as per Annexure-17 (tentative format), Where applicable.
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- ii. The bidder has to submit supporting documents as evidences to fulfill the eligibility criteria for making evaluation by the Tendering Authority. During the bid evaluation stage, the Tendering Authority may request for clarification (if required).



#### **4. SCOPE OF WORK, DELIVERABLES & TIMELINES**

The ITC infrastructures covered within the scope in this RFP are mentioned at Annexure- 1. To maintain such large infrastructure effectively without any interruptions to IT services (24 x 7 availability of IT infrastructure) to users, bidder is required to provide Comprehensive Onsite Maintenance with spare parts for all equipments / items mentioned in Annexure-1.

The selected bidder shall provide Comprehensive on Site maintenance of equipment installed in the Rajasthan State Data Centre (RSDC) Phase-III, Phase-IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur for a period as per Annexure-2: BOM.

##### **A) Scope of Work (SoW) : Comprehensive Onsite Maintenance with spare parts for equipment**

The bidder shall provide Comprehensive Onsite Maintenance with part replacement for all the specified Datacenter IT hardware infrastructure (Annexure-1) installed at Rajasthan State Data Centers Phase-III, Phase-IV in Jaipur and DR Site, Jodhpur in the given timelines and as per the SLA detailed in Chapter 7: "Special Terms & Conditions of Tender & Contract". The Onsite Maintenance Service with spares will include: replacing parts/components with parts/components of same or better specifications ensuring compatibility in case of hardware failure and upgrade, hotfixes, support in case of installed software on appliances. In case of any part/ component is being replaced by the bidder, ownership of the replaced part/ component shall be with the purchaser. All parts/components of the items mentioned in BOM (Annexure-2) shall be covered under comprehensive onsite maintenance (AMC).

It is clarified that bidder is required to provide the Comprehensive Onsite Maintenance with part replacement and software support wherever required for all the IT infrastructure for the tenure as per BOM (Annexure-2).

The bidder shall provide relevant OEM/SI AMC/ATS certificates from AMC/ATS start/renewal date for the equipment as per BOM (Annexure-2).

DoIT&C /RISL/Bidder must be able to log a support ticket directly to OEM helpdesk to get telephonic/ remote support directly from OEM as required. OEM may address ticket directly or through authorized channel partner.

The successful bidder will be solely responsible to do any coordination with the OEM for raising Support / TAC cases, RMA (Return Material Authorization) and roll out of new associated features and functionality in coordination of Data Center Operator (DCO).

The Bidder shall be responsible for Receive calls and /or complaints related to the IT equipment given in Annexure-1 through phone call, SMS, Web Portal or email and provide a complaint number for each call. The formats of all registers/deliverables shall be finalized in consultation with DoIT&C /RISL. Attend and resolve calls within the stipulated period as mentioned in SLA and provide summary report of complaints attended and resolved, as per format finalized by DoIT&C / RISL with the purchaser. SLA compliance report shall be submitted to DoIT&C / RISL by bidder.

The bidder shall provide comprehensive onsite AMC services of the IT items (including all associated parts, softwares, management appliances/softwares) mentioned in Infrastructure Details (Annexure-1), without any extra cost to the purchaser, for a period mentioned in this RFP.

To maintain all the records relevant to the maintenance, an onsite (BSDC Jaipur) deployment of a resource for 3 years shall be done by the successful bidder. Resource shall be at least B.Tech/MCA with minimum 3 years of relevant experience in IT. Resource will be responsible for coordination among stakeholders and



monitoring of SLA and share call log/RMA related reports monthly/quarterly basis or as directed by DoIT&C/RISL officials.

## **B) Project Deliverables & Timelines**

The milestones, deliverables and time schedule for the implementation of the project shall be as follows: -

- I. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange manpower, supplies and provide the required services within the specified period.
- II. It should be noted that any delay in the project timelines shall attract Liquidated Damages to the selected bidder.

Also refer chapter 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT section 1) Payment Terms and Schedule

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

### **1) Sale 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 one day prior to the date of opening of Bid. 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 any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

### **2) Pre-bid Meeting/ Clarifications**

- a) Pre-requisite: Submission of tender fees as mentioned in NIB.
- b) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- c) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- d) The period within which the bidders may seek clarifications under (b) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - a. Last date of submitting clarifications requests by the bidder as per NIB.
  - b. Response to clarifications by procuring entity as per NIB.
- e) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

### **3) 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.



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- 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.



#### 4) 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 non-responsive 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.

#### 5) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <https://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A single stage-two part cover system shall be followed for the Bid: -
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
<b>Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-5 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
6.	Bill of Material (BOM)	As per Annexure-2 (PDF)
7.	Tender Form	As per Annexure-3 (PDF)
8.	Technical Bid Covering Letter	As per Annexure-4 (PDF)
9.	Self-Declaration	As per Annexure-6 (PDF)
10.	Certificate of Conformity/ No Deviation	As per Annexure-7 (PDF)
11.	Undertaking on Authenticity of the Equipment	As per Annexure-8 (PDF)
12.	Format for Submission of Projects References for PQ & Technical Experience	As per Annexure-14 (PDF)
13.	Manufacturer Authorization Form (MAF)	As per Annexure-17 (PDF)

- b) Financial bid shall include the following documents: -



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S. No.	Documents Type	Document Format
1	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-9 (PDF)
2	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

- c) 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.

**6) 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.

**7) Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

**8) Bid Security**

The bid security shall be applicable as per Government of Rajasthan Rules & regulations. Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

- a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j)** Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k)** No interest shall be payable on the bid security.
- l)** In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m)** The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
- a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

**9) 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.

#### 10) 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.

#### 11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized 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/ cover shall be opened & downloaded from the e- Procurement 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:-
  - 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 bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

#### 12) Selection Method:

- a) The selection method is Least Cost Based Selection (LCBS or L1) of financial quotation received from successfully technically qualified bidders.

#### 13) 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 e-Procurement 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) Document submitted during the clarification should not be of date beyond the bid submission date.

#### 14) 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.
- 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-conformity in the Bid that does 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 under (b) above.

**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.
- e)** The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f)** The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

### **15) 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 (if qualified in technical evaluation) shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidder or their representatives who choose to be present;
- 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 offers shall be evaluated and marked L1, L2, and L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) 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;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) 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.

### **16) 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.

#### **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.

### **17) 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 pre-bid 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 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 or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

### **18) 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.

### **19) Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
  - a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst bidders; and
  - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.



- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

## **20) 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 Bid 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 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, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, 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 dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document and accepted by the bidder. Until a formal contract is executed, the letter of acceptance shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.
- j) After the contract, contract /agreement with the successful bidder is signed and its performance securities obtained

## **21) 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.

## **22) 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.

## **23) Right to vary quantity**





**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

- 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.
- b) Repeat orders for extra items/services or additional quantities may be placed on the rates and conditions given in the contract during the period of contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - 1) 50% of the quantity of the individual items/services and 50% of the value of original contract in case of works; and
  - 2) 50% of the value of goods or services of the original contract.

**Price Fall**

- a) 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 RISL about the price fall.

**Risk and Cost**

- a) 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.

**24) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% OR as per prevailing rules of Govt. of Rajasthan, of the amount of supply/work order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. 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;
  - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - d. 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.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 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: -
  - e. When any terms and condition of the contract is breached.
  - f. When the bidder fails to make complete supply as per the scope of tender document.
  - g. 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) Performance Security Deposit (PSD) amount shall be release only after successful completion of the contract/project.

**Note: -**

**Additional Performance Security: -**

1. In addition to Performance Security as specified above, 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 or Bank Guarantee.

For the purpose of this-

- Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - Estimated Bid Value means value of subject matter of procurement mention in bidding documents by The Procuring Entity.
  - Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.
2. The Additional Performance Security shall be refunded to the contractor 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.

**25) Execution of agreement**

- a) A procurement contract shall come into force from the date on which the agreement is signed.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the Work Order (WO) is dispatched 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 (As per government prevailing rules and regulations).
- e) Bidder has also to sign non-disclosure agreement with the tendering authority as per indicative format attached in Annexure-12.

**26) 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.
- b) The successful bidder shall sign the Confidentiality and Non-Disclosure Agreement as per Annexure-12.
- c) 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.
- d) 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.
- e) 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.

### **27) 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.

### **28) 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) The code of integrity includes provisions for: -
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
    - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
    - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
    - vi. 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;
- vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures after being heard including: -
  - a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

**Conflict of Interest:** 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 bidder/authorised partner, 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 bidder 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.

### **30) Appeals**

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, 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 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings;
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and

shall endeavor to dispose it of within 30 days from the date of filing of the appeal.

- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case maybe, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
  - a. First Appellate Authority Commissioner, IT&C, GoR
  - b. Second Appellate Authority: Secretary, IT&C, GoR
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-13 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 authorized representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- 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
  - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the 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 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) Change in status of the bidder**

- a) 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.
- b) 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.
- c) 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.

#### **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/authorised partner'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/authorised partner'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.

#### **Procurement Governing Act & Rules**

- a) 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.

## 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 therefrom, 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 fulfillment 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.

### **Verification of Eligibility Documents by purchaser**

"Purchaser 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 purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of purchaser thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act.

### **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.
- c) Joint venture, consortium or association is not allowed to bid.

## **4) 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".

## **5) 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 shall be effective when delivered or on the Notice's effective date, whichever is later.

## **6) 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.

### **7) Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such services 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 related services as if such services were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale on the date of bidding and End of Service/ Support for a period of 5 Years from the last date of bid submission. 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

### **8) Delivery of Services**

- a) Subject to the conditions of the contract, the delivery 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 arrange to supply the ordered services as per specifications within the specified delivery/ completion period at various sites mentioned in the PO/ WO.
- d) The supplied manpower can be reshuffled at any of the sites as per requirements.
- e) 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.
- f) All title of the assets is to be transferred to RISL/DoIT&C/ DTA (whichever is applicable) or its nominated agencies on the day of the successful delivery / installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of titleship of assets shall be borne by the selected bidder/authorized partner

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

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

### **10) 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.

### **11) 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.

## **12) Recoveries from Supplier/ Selected Bidder/Authorized partner**

- a) Recovery of liquidated damages, short supply, rejected services shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, for rejected services unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

## **13) Taxes & Duties**

- a) All taxes and charges if applicable shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For goods/services 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/services 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. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-Form", or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document

## **14) Copyright**

The copyright in all documents 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

## **15) 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.

#### **16) Sub-contracting**

- a) The bidder shall not assign or sub-let his contract or any 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.

#### **17) 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 standard industry quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ 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 and 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.

#### **18) Packing and Documents**

- a) The Supplier/ Selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.



- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- c) e-delivery of support documents / entitlements are also acceptable. communication mail for the same shall be communicate after award of workorder.

### **19) 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 Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred. The Insurance shall be applicable till installation.
- c) The goods/services will be delivered at the FOR destination in perfect condition.

### **20) Transportation**

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible. e-delivery of support documents/entitlements are also acceptable. communication mail for the same shall be communicate after award of work order.

### **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.
- c) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- d) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go- down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- e) 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

### **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 tendering authority 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) Freight**

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder/authorised partner.
- d) Remittance charges on payment made shall be borne by the bidder/authorised partner.
- e) E-delivery of support documents / entitlements are also acceptable. communication mail for the same shall be communicate after award of work order.

### **24) Payments**

- a) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of dispatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder/authorised partner.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be borne by the bidder/authorised partner.
- c) In case of disputed items, disputed amount shall be withheld and will be paid on settlement of the dispute.
- d) 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.

### **25) Extension in Delivery Period and Liquidated Damages (LD)**

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to supply/depute the required manpower initially or after changing the manpower during the course of the contract due to any reason 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 related services within the specified period.
- c) Delivery period may be extended with or without liquidated damages, if the delay in the supply of 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 confirming the services, if the tendering authority was required to confirm them as per terms of the contract.
- b. When delay has occurred in supply of services 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 period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of unsupplied services: -

S. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	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.

## 26) Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-8) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- 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 goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods 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) Goods 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.

## 27) Warranty

- a) The bidder must provide comprehensive on-site OEM warranty/Support (as specified in Annexure-2 (BoM).
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective

OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.

- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other resources available in terms and conditions of the contract and bidding document.
- e) During the warranty/support period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

## **28) 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 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 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.

## **29) Limitation of Liability**

Except in cases of gross negligence or willful misconduct: -

- 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 replacing defective services, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

### **30) 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 its 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 tendering authority 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.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) 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.

### **31) 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/authorised partner'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/authorised partner'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.

### **32) Termination**

#### **a) Termination for Default**

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder/authorised partner, 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 RISL; 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/authorised partner, 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.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- iv. As on effective date of termination, Tendering Authority shall pay:
  - a. the unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.
  - b. all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.

#### **b) Termination for Insolvency**

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

#### **c) Termination for Convenience**

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for 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.
- ii. 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.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder/authorised partner'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:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. 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/authorised partner.
- iv. As on effective date of termination, Tendering Authority shall pay:
  - a. the unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.
  - b. all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.

### **33) Exit Management**

- a) 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.
- b) 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 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.
- c) 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.
- d) 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 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.

- e) 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.
- f) 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.
- g) 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 these 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.

### **34) 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, requirements which 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.
  - Approval or disapproval of the change request – Tendering authority will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
  - 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.
- 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.

### **35) Settlement of Disputes**

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the

amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)

- Chairman of BoD of RISL : Chairman
  - Secretary, DoIT&C or his nominee,  
not below the rank of Deputy Secretary : Member
  - Managing Director, RISL : Member
  - Director (Technical)/ Executive Director, RISL : Member
  - Director (Finance), RISL : Member
  - A Legal Expert to be nominated by the Chairman : Member
- c) As a Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

### **36) Verification of Eligibility Documents by RISL**

RISL 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 RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document 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.

### **37) 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.

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

### **1) Payment Terms and Schedule**

- a) Payment schedule – Payments to the selected bidder shall be made, based on services provided by the selected bidder as per the Scope of Work mentioned under the RFP/ Contract signed between the Selected Bidder and the Purchaser and after successful completion of the work/services (including specified project deliverables), would be made as under: -

S.No.	Milestone	Deliverable	Timelines	Payment Schedule
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1	Asset Verification of IT Infrastructure (Annexure-2)	<ul style="list-style-type: none"> <li>Physical Verification Report signed by RISL/DoIT official, RISL/DoIT TPA (if any), Incoming SI and DCO.</li> <li>Yearly OEM/SI certificate (Soft Copy/ Hard Copy) of AMC renewal of IT Infrastructure as per BOM (Annexure-2)</li> </ul>	Within T+ 60 days from date of work Order.	N.A.
2	AMC of IT Infrastructure (Annexure-2)	<ul style="list-style-type: none"> <li>Yearly OEM/SI certificate (Soft Copy/ Hard Copy) of AMC renewal of IT Infrastructure as per BOM (Annexure-2) (before 60 days of expiring the provided AMC of first and second year)</li> <li>Quarterly Service Ticket</li> <li>Escalation matrix</li> <li>RMA Report (Soft Copy/Hard Copy)</li> <li>MPR of deployed Resources.</li> </ul>	After end of Every Quarter (Starting from the date of issue of work order)	The total cost of AMC quoted by the bidder for the all three years shall be payable in Twelve (12) equal quarterly installments upon submission & approval of deliverables with invoice after adjustment of applicable deductions LD / penalty (if any)

**Note:** The quantities mentioned in the Bid are indicative/ approximate and shall only be used for the purpose of financial bid evaluation, however, the payments shall be made as per actual.

**General Information: -**

- i. Here "T" is the date of issuance of work order. Date of work order is excluding in timeline calculation.
- ii. RISL is working as a Pure Agent and executing the projects on behalf of Government of Rajasthan. All the invoices should be raised in the name of department for which goods and services will be taken. The name for which billing will be done, shall be intimated by RISL.
- iii. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the 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.
- iv. Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder along with required deliverables, and the purchaser has accepted it.
- v. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- vi. All remittance charges will be borne by the supplier/ selected bidder.
- vii. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- viii. 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.
- ix. Taxes (GST, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

**2) Service Level Standards/ Requirements/ Agreement**

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users

under this procurement.

The bidder shall submit reports on all the service levels to the Purchaser. The service levels defined below provide for target level of services required, for items as mentioned on Annexure-2 (BOM).

The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Measurement Parameter	Service Impact	Service Level	Penalty
1	Time taken for resolving the issue	Yes	Within 4 hours of lodging the complaint	No penalty
2		Yes	After 4 hours to 24 hours of lodging the complaint	Rs. 7500*/ Rs. 5000**
3		Yes	After 24 hours of lodging the complaint	Rs. 20000*/ Rs. 10000** per 24 hours
4		No	Within 4 hours of lodging the complaint	No penalty
5		No	After 4 hours to 24 hours of lodging the complaint	Rs. 5000*/ Rs. 2500**
6		No	After 24 hours of lodging the complaint	Rs. 5000*/ Rs. 2500** per 24 hours

\* Items covered under Critical impact severity enlisted in Annexure-1 (Infrastructure Details)

\*\* Items covered under High impact severity enlisted in Annexure-1 (Infrastructure Details)

Note:

- I. In case the bidder fails to rectify the defect (s)/ replace the faulty equipment (s) with the same /higher configuration within 15 calendar days, it may be considered as breach of contract. Maximum applicable penalty for a particular quarter could be 20% of the agreed quarterly payment.

#### **ANNEXURE-1: Infrastructure Details**

List of Assets for which comprehensive onsite support is required as per Bill of Material (BOM). There are three category, first is AMC only where OEM back to back/Third Party support is required as per BOM, second is AMC of IT Hardware including ATS of inbuilt Software where OEM back to back support is required for IT hardware as per BOM, third is ATS only where OEM back to back support is required as per BOM.

S. No.	Device Type	Make	Model	Serial No	Location	Impact Severity
			<b>Software ATS</b>			
1	EMS with Service Desk	Microfocus	HPE NOM Suite Ultimate E		RSDC-P4	Critical
2	EMS With Service Desk	Microfocus	HPE NOM Suite Ultimate E		RSDC-DR	Critical
			<b>Hardware AMC with ATS of inbuilt Software</b>			
3	Purpose Built Backup appliance	Veritas	Veritas Netbackup 5240 Appliances	VTAS0004986	RSDC-P4	Critical
4	Purpose Built Backup appliance	Veritas	Veritas Netbackup 5240 Appliances	VTAS0005186	RSDC-P3	Critical





**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

5	Palo Alto Pannorama/ MGMT Server	Dell	Dell Power Edge R430	GNWD9R2	RSDC-P4	Critical
6	Palo Alto Pannorama/ MGMT Server	Dell	Power Edge R740	BXBR7N2	RSDC-DR	Critical
7	APIC	Cisco	UCS C219	FCH2211V11Q	RSDC-P4	Critical
8	APIC	Cisco	UCS C220	FCH2213V063	RSDC-P4	Critical
9	APIC	Cisco	UCS C220	FCH2212V0UF	RSDC-P4	Critical
10	APIC	Cisco	UCS C220	FCH2213V061	RSDC-P4	Critical
11	APIC	Cisco	UCS C220	FCH2213V076	RSDC-P4	Critical
12	APIC 1	Cisco	UCS C220	FCH2148V1FD	RSDC-DR	Critical
13	APIC 2	Cisco	UCS C220	FCH2148V1FG	RSDC-DR	Critical
14	APIC 3	Cisco	UCS C220	FCH2148V1JR	RSDC-DR	Critical
15	APIC 4	Cisco	UCS C220	FCH2148V1FK	RSDC-DR	Critical
16	APIC 5	Cisco	UCS C220	FCH2148V1AP	RSDC-DR	Critical
17	CP Management Server	Check Point	Smart-1 3150	LR201712011083	RSDC-DR	Critical
18	DC Firewall	Check Point	64K	1731144004 (LKA3473312)	RSDC-P4	Critical
19	DC Firewall	Check Point	64K	1730871002 (LKA1967326)	RSDC-P4	Critical
20	DC Firewall	Check Point	Management Server	LR201712011073	RSDC-P4	Critical
21	DC Firewall	Check Point	44K	1730880007	RSDC-DR	Critical
22	DC Firewall	Check Point	44K	1730880026	RSDC-DR	Critical
23	DDOS Appliance	Radware	DEFENSE Pro 60	41801006-0	RSDC-P4	Critical
24	DDOS Appliance	Radware	DEFENSE Pro 60	41801019-1	RSDC-P4	Critical
25	DDOS Appliance	Radware	Defence Pro 60	41801017-0	RSDC-DR	Critical
26	DDOS Appliance	Radware	Defence Pro 60	41801044-0	RSDC-DR	Critical
27	Internet Firewall	Palo Alto	PA-5250	12501004970	RSDC-P4	Critical
28	Internet Firewall	Palo Alto	PA-5250	12501001895	RSDC-P4	Critical
29	Internet Firewall	Palo Alto	PA-5250	13101002609	RSDC-DR	Critical
30	Internet Firewall	Palo Alto	PA-5250	13101001518	RSDC-DR	Critical
31	IPS	Trend Micro	8400TX IPS	US01A1Y003	RSDC-P4	Critical
32	IPS	Trend Micro	8400TX IPS	US81A1Y07K	RSDC-P4	Critical
33	IPS	Trend Micro	8400 TX	US81A1Y07H	RSDC-DR	Critical
34	IPS	Trend Micro	8400 TX	US81A1Y08C	RSDC-DR	Critical
35	IPS Management	Trend Micro	SMS H3	SCR-11-50B7-B02F	RSDC-P4	Critical
36	IPS Management	Trend Micro	SMS H3	SVR-11-0100-1007	RSDC-DR	Critical
37	SSL VPN	Check Point	PL-30	1745BA2182	RSDC-P4	Critical
38	SSL VPN	Check Point	PL-30	1817BA0911	RSDC-P4	Critical
39	SSL VPN	Check	5800	1745BA2121	RSDC-DR	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

		Point				
40	SSL VPN	Check Point	5800	1745BA2258	RSDC-DR	Critical
<b>Hardware AMC</b>						
41	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U2	P4	Critical
42	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1W4	P4	Critical
43	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1SY	P4	Critical
44	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TZ	P4	Critical
45	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1M4	P4	Critical
46	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1UB	P4	Critical
47	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1JV	P4	Critical
48	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1W0	P4	Critical
49	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1W3	P4	Critical
50	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VY	P4	Critical
51	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VF	P4	Critical
52	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1R3	P4	Critical
53	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1P8	P4	Critical
54	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1NQ	P4	Critical
55	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1HJ	P4	Critical
56	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TU	P4	Critical
57	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LE	P4	Critical
58	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1J5	P4	Critical
59	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1Q4	P4	Critical
60	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U7	P4	Critical
61	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1NX	P4	Critical
62	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U3	P4	Critical
63	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1P5	P4	Critical
64	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U1	P4	Critical
65	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VS	P4	Critical
66	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VT	P4	Critical
67	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2214E0BH	P4	Critical
68	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1NN	P4	Critical
69	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TN	P4	Critical
70	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U0	P4	Critical
71	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1NV	P4	Critical
72	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VG	P4	Critical
73	24 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1NS	P4	Critical
74	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2209E1MB	P4	Critical
75	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LJ	P4	Critical
76	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1J3	P4	Critical
77	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MF	P4	Critical
78	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MU	P4	Critical
79	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TA	P4	Critical
80	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MA	P4	Critical
81	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1SZ	P4	Critical
82	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TM	P4	Critical
83	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VJ	P4	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

84	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1T7	P4	Critical
85	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VN	P4	Critical
86	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TR	P4	Critical
87	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TQ	P4	Critical
88	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TX	P4	Critical
89	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1RS	P4	Critical
90	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MH	P4	Critical
91	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1S9	P4	Critical
92	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1QW	P4	Critical
93	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2241R02Z	P4	Critical
94	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2214Q0B2	P4	Critical
95	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MJ	P4	Critical
96	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LF	P4	Critical
97	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1PG	P4	Critical
98	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1NR	P4	Critical
99	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U5	P4	Critical
100	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1PK	P4	Critical
101	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1SP	P4	Critical
102	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LD	P4	Critical
103	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U8	P4	Critical
104	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1TT	P4	Critical
105	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1ST	P4	Critical
106	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LU	P4	Critical
107	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LT	P4	Critical
108	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1NW	P4	Critical
109	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1Q1	P4	Critical
110	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VE	P4	Critical
111	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MK	P4	Critical
112	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2214Q0AS	P4	Critical
113	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2241R030	P4	Critical
114	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1M7	P4	Critical
115	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1Q7	P4	Critical
116	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1SX	P4	Critical
117	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2214Q0AM	P4	Critical
118	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1VX	P4	Critical
119	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1JT	P4	Critical
120	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1UH	P4	Critical
121	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1KM	P4	Critical
122	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1PE	P4	Critical
123	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1KU	P4	Critical
124	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MG	P4	Critical
125	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MP	P4	Critical
126	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LG	P4	Critical
127	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LC	P4	Critical
128	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LH	P4	Critical
129	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1ML	P4	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

130	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1U9	P4	Critical
131	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1SV	P4	Critical
132	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212E1SU	P4	Critical
133	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2214Q0AP	P4	Critical
134	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1MN	P4	Critical
135	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2202Q1XP	P4	Critical
136	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2203I29A	P4	Critical
137	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2203I27Z	P4	Critical
138	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2212Q1LS	P4	Critical
139	48 Ports LAN Switch	CISCO	Catalyst 3650	FDO2214E0BR	P4	Critical
140	Blade Chasis	Dell	Dell Power Egde M1000e	F51P7N2	RSDC-DR	Critical
141	Blade Chasis	Dell	Dell Power Egde M1000e	F4TN7N2	RSDC-DR	Critical
142	Blade Chasis	Dell	Dell Power Egde M1000e	F4XR7N2	RSDC-DR	Critical
143	Blade Chasis	Dell	Dell Power Egde M1000e	F51Q7N2	RSDC-DR	Critical
144	Blade Chassis	Dell	Dell Power Edge M1000e	GDWR7N2	RSDC-P4	Critical
145	Blade Chassis	Dell	Dell Power Edge M1000e	GJYM7N2	RSDC-P4	Critical
146	Blade Chassis	Dell	Dell Power Edge M1000e	2LDLLN2	RSDC-P4	Critical
147	Blade Chassis	Dell	Dell Power Edge M1000e	GHPN7N2	RSDC-P4	Critical
148	Blade Chassis	Dell	Dell Power Edge M1000e	3VFLLN2	RSDC-P3	Critical
149	Blade Chassis	Dell	Dell Power Edge M1000e	3V6MLN2	RSDC-P3	Critical
150	Blade Server	Dell	Power Edge 640	F4VT7N2	RSDC-DR	Critical
151	Blade Server	Dell	Power Edge 640	F4WL7N2	RSDC-DR	Critical
152	Blade Server	Dell	Power Edge 640	F4WP7N2	RSDC-DR	Critical
153	Blade Server	Dell	Power Edge 640	F4VR7N2	RSDC-DR	Critical
154	Blade Server	Dell	Power Edge 640	F4TS7N2	RSDC-DR	Critical
155	Blade Server	Dell	Power Edge 640	F4XP7N2	RSDC-DR	Critical
156	Blade Server	Dell	Power Edge 640	F4XQ7N2	RSDC-DR	Critical
157	Blade Server	Dell	Power Edge 640	F4VP7N2	RSDC-DR	Critical
158	Blade Server	Dell	Power Edge 640	F4XM7N2	RSDC-DR	Critical
159	Blade Server	Dell	Power Edge 640	F4VM7N2	RSDC-DR	Critical
160	Blade Server	Dell	Power Edge 640	F4VK7N2	RSDC-DR	Critical
161	Blade Server	Dell	Power Edge 640	F4XK7N2	RSDC-DR	Critical
162	Blade Server	Dell	Power Edge 640	F4WR7N2	RSDC-DR	Critical
163	Blade Server	Dell	Power Edge 640	F4XS7N2	RSDC-DR	Critical
164	Blade Server	Dell	Power Edge 640	F4ZR7N2	RSDC-DR	Critical
165	Blade Server	Dell	Power Edge 640	F4ZP7N2	RSDC-DR	Critical
166	Blade Server	Dell	Power Edge 640	F50M7N2	RSDC-DR	Critical
167	Blade Server	Dell	Power Edge 640	F4ZT7N2	RSDC-DR	Critical
168	Blade Server	Dell	Power Edge 640	F4ZL7N2	RSDC-DR	Critical
169	Blade Server	Dell	Power Edge 640	F4YL7N2	RSDC-DR	Critical
170	Blade Server	Dell	Power Edge 640	F4YK7N2	RSDC-DR	Critical
171	Blade Server	Dell	Power Edge 640	F4XT7N2	RSDC-DR	Critical
172	Blade Server	Dell	Power Edge 640	F4YN7N2	RSDC-DR	Critical
173	Blade Server	Dell	Power Edge 640	F4YQ7N2	RSDC-DR	Critical
174	Blade Server	Dell	Power Edge 640	F4YS7N2	RSDC-DR	Critical
175	Blade Server	Dell	Power Edge 640	F4ZK7N2	RSDC-DR	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

176	Blade Server	Dell	Power Edge 640	F4TR7N2	RSDC-DR	Critical
177	Blade Server	Dell	Power Edge 640	F4VL7N2	RSDC-DR	Critical
178	Blade Server	Dell	Power Edge 640	F4TT7N2	RSDC-DR	Critical
179	Blade Server	Dell	Power Edge 640	F4VS7N2	RSDC-DR	Critical
180	Blade Server	Dell	Power Edge 640	F4WK7N2	RSDC-DR	Critical
181	Blade Server	Dell	Power Edge 640	F4VN7N2	RSDC-DR	Critical
182	Blade Server	Dell	Power Edge 640	F4VQ7N2	RSDC-DR	Critical
183	Blade Server	Dell	Power Edge 640	F4WM7N2	RSDC-DR	Critical
184	Blade Server	Dell	Power Edge 640	F4WQ7N2	RSDC-DR	Critical
185	Blade Server	Dell	Power Edge 640	F4WT7N2	RSDC-DR	Critical
186	Blade Server	Dell	Power Edge 640	F4XL7N2	RSDC-DR	Critical
187	Blade Server	Dell	Power Edge 640	F4XN7N2	RSDC-DR	Critical
188	Blade Server	Dell	Power Edge 640	F4TP7N2	RSDC-DR	Critical
189	Blade Server	Dell	Power Edge 640	F4YT7N2	RSDC-DR	Critical
190	Blade Server	Dell	Power Edge 640	F4ZM7N2	RSDC-DR	Critical
191	Blade Server	Dell	Power Edge 640	F4YR7N2	RSDC-DR	Critical
192	Blade Server	Dell	Power Edge 640	F4YP7N2	RSDC-DR	Critical
193	Blade Server	Dell	Power Edge 640	F4YM7N2	RSDC-DR	Critical
194	Blade Server	Dell	Power Edge 640	F51M7N2	RSDC-DR	Critical
195	Blade Server	Dell	Power Edge 640	F50V7N2	RSDC-DR	Critical
196	Blade Server	Dell	Power Edge 640	F4ZN7N2	RSDC-DR	Critical
197	Blade Server	Dell	Power Edge 640	F50R7N2	RSDC-DR	Critical
198	Blade Server	Dell	Power Edge 640	F50S7N2	RSDC-DR	Critical
199	Blade Server	Dell	Power Edge 640	F50P7N2	RSDC-DR	Critical
200	Blade Server	Dell	Power Edge 640	F4ZQ7N2	RSDC-DR	Critical
201	Blade Server	Dell	Power Edge 640	F50L7N2	RSDC-DR	Critical
202	Blade Server (2P)	Dell	DELL Power Edge 640	GHWT7N2	RSDC-P4	Critical
203	Blade Server (2P)	Dell	DELL Power Edge 640	GF5S7N2	RSDC-P4	Critical
204	Blade Server (2P)	Dell	DELL Power Edge 640	GFDR7N2	RSDC-P4	Critical
205	Blade Server (2P)	Dell	DELL Power Edge 640	GFHR7N2	RSDC-P4	Critical
206	Blade Server (2P)	Dell	DELL Power Edge 640	GFJN7N2	RSDC-P4	Critical
207	Blade Server (2P)	Dell	DELL Power Edge 640	GFGQ7N2	RSDC-P4	Critical
208	Blade Server (2P)	Dell	DELL Power Edge 640	GFCN7N2	RSDC-P4	Critical
209	Blade Server (2P)	Dell	DELL Power Edge 640	GFFQ7N2	RSDC-P4	Critical
210	Blade Server (2P)	Dell	DELL Power Edge 640	GF8L7N2	RSDC-P4	Critical
211	Blade Server (2P)	Dell	DELL Power Edge 640	GF7P7N2	RSDC-P4	Critical
212	Blade Server (2P)	Dell	DELL Power Edge 640	GF6Q7N2	RSDC-P4	Critical
213	Blade Server (2P)	Dell	DELL Power Edge 640	GF4T7N2	RSDC-P4	Critical
214	Blade Server (2P)	Dell	DELL Power Edge 640	GF9L7N2	RSDC-P4	Critical
215	Blade Server (2P)	Dell	DELL Power Edge 640	GHRP7N2	RSDC-P4	Critical
216	Blade Server (2P)	Dell	DELL Power Edge 640	GHPS7N2	RSDC-P4	Critical
217	Blade Server (2P)	Dell	DELL Power Edge 640	GHRM7N2	RSDC-P4	Critical
218	Blade Server (2P)	Dell	DELL Power Edge 640	GHSS7N2	RSDC-P4	Critical
219	Blade Server (2P)	Dell	DELL Power Edge 640	GHQQ7N2	RSDC-P4	Critical
220	Blade Server (2P)	Dell	DELL Power Edge 640	GJ1N7N2	RSDC-P4	Critical
221	Blade Server (2P)	Dell	DELL Power Edge 640	GJ3L7N2	RSDC-P4	Critical





**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

222	Blade Server (2P)	Dell	DELL Power Edge 640	GFBL7N2	RSDC-P4	Critical
223	Blade Server (2P)	Dell	DELL Power Edge 640	GHTS7N2	RSDC-P4	Critical
224	Blade Server (2P)	Dell	DELL Power Edge 640	GHN7N2	RSDC-P4	Critical
225	Blade Server (2P)	Dell	DELL Power Edge 640	GHKQ7N2	RSDC-P4	Critical
226	Blade Server (2P)	Dell	DELL Power Edge 640	GHVR7N2	RSDC-P4	Critical
227	Blade Server (2P)	Dell	DELL Power Edge 640	GJ4M7N2	RSDC-P4	Critical
228	Blade Server (2P)	Dell	DELL Power Edge 640	2LTPLN2	RSDC-P4	Critical
229	Blade Server (2P)	Dell	DELL Power Edge 640	2LTKLN2	RSDC-P4	Critical
230	Blade Server (2P)	Dell	DELL Power Edge 640	2LVNLN2	RSDC-P4	Critical
231	Blade Server (2P)	Dell	DELL Power Edge 640	2LVLLN2	RSDC-P4	Critical
232	Blade Server (2P)	Dell	DELL Power Edge 640	2LVKLN2	RSDC-P4	Critical
233	Blade Server (2P)	Dell	DELL Power Edge 640	2LTLLN2	RSDC-P4	Critical
234	Blade Server (2P)	Dell	DELL Power Edge 640	2LTMLN2	RSDC-P4	Critical
235	Blade Server (2P)	Dell	DELL Power Edge 640	2LVPLN2	RSDC-P4	Critical
236	Blade Server (2P)	Dell	DELL Power Edge 640	2LVMLN2	RSDC-P4	Critical
237	Blade Server (2P)	Dell	DELL Power Edge 640	2LWKLN2	RSDC-P4	Critical
238	Blade Server (2P)	Dell	DELL Power Edge 640	2LWLLN2	RSDC-P4	Critical
239	Blade Server (2P)	Dell	DELL Power Edge 640	2LSPLN2	RSDC-P4	Critical
240	Blade Server (2P)	Dell	DELL Power Edge 640	2LTNLN2	RSDC-P4	Critical
241	Blade Server (2P)	Dell	DELL Power Edge 640	GJMN7N2	RSDC-P4	Critical
242	Blade Server (2P)	Dell	DELL Power Edge 640	GJFS7N2	RSDC-P4	Critical
243	Blade Server (2P)	Dell	DELL Power Edge 640	GJ6P7N2	RSDC-P4	Critical
244	Blade Server (2P)	Dell	DELL Power Edge 640	GJ9P7N2	RSDC-P4	Critical
245	Blade Server (2P)	Dell	DELL Power Edge 640	GJBR7N2	RSDC-P4	Critical
246	Blade Server (2P)	Dell	DELL Power Edge 640	GJDQ7N2	RSDC-P4	Critical
247	Blade Server (2P)	Dell	DELL Power Edge 640	GJ7V7N2	RSDC-P4	Critical
248	Blade Server (2P)	Dell	DELL Power Edge 640	GJNS7N2	RSDC-P4	Critical
249	Blade Server (2P)	Dell	DELL Power Edge 640	GJRM7N2	RSDC-P4	Critical
250	Blade Server (2P)	Dell	DELL Power Edge 640	GJGT7N2	RSDC-P4	Critical
251	Blade Server (2P)	Dell	DELL Power Edge 640	GJCR7N2	RSDC-P4	Critical
252	Blade Server (2P)	Dell	DELL Power Edge 640	GJPT7N2	RSDC-P4	Critical
253	Blade Server (2P)	Dell	DELL Power Edge 640	GJJR7N2	RSDC-P4	Critical
254	Blade Server (2P)	Dell	DELL Power Edge 640	3V9LLN2	RSDC-P3	Critical
255	Blade Server (2P)	Dell	DELL Power Edge 640	3V8NLN2	RSDC-P3	Critical
256	Blade Server (2P)	Dell	DELL Power Edge 640	3V9NLN2	RSDC-P3	Critical
257	Blade Server (2P)	Dell	DELL Power Edge 640	3V8PLN2	RSDC-P3	Critical
258	Blade Server (2P)	Dell	DELL Power Edge 640	3V8MLN2	RSDC-P3	Critical
259	Blade Server (2P)	Dell	DELL Power Edge 640	3V6PLN2	RSDC-P3	Critical
260	Blade Server (2P)	Dell	DELL Power Edge 640	3V7LLN2	RSDC-P3	Critical
261	Blade Server (2P)	Dell	DELL Power Edge 640	3V9MLN2	RSDC-P3	Critical
262	Blade Server (2P)	Dell	DELL Power Edge 640	3V6LLN2	RSDC-P3	Critical
263	Blade Server (2P)	Dell	DELL Power Edge 640	3V7MLN2	RSDC-P3	Critical
264	Blade Server (2P)	Dell	DELL Power Edge 640	3V8LLN2	RSDC-P3	Critical
265	Blade Server (2P)	Dell	DELL Power Edge 640	3V7PLN2	RSDC-P3	Critical
266	Blade Server (2P)	Dell	DELL Power Edge 640	3V7NLN2	RSDC-P3	Critical
267	Blade Server (2P)	Dell	DELL Power Edge 640	3VDMLN2	RSDC-P3	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

268	Blade Server (2P)	Dell	DELL Power Edge 640	3VDLLN2	RSDC-P3	Critical
269	Blade Server (2P)	Dell	DELL Power Edge 640	3VBLLN2	RSDC-P3	Critical
270	Blade Server (2P)	Dell	DELL Power Edge 640	3VCKLN2	RSDC-P3	Critical
271	Blade Server (2P)	Dell	DELL Power Edge 640	3V9PLN2	RSDC-P3	Critical
272	Blade Server (2P)	Dell	DELL Power Edge 640	3VCPLN2	RSDC-P3	Critical
273	Blade Server (2P)	Dell	DELL Power Edge 640	3VCLLN2	RSDC-P3	Critical
274	Blade Server (2P)	Dell	DELL Power Edge 640	3VBMLN2	RSDC-P3	Critical
275	Blade Server (2P)	Dell	DELL Power Edge 640	3VBNLN2	RSDC-P3	Critical
276	Blade Server (2P)	Dell	DELL Power Edge 640	3VBM LN2	RSDC-P3	Critical
277	Blade Server (2P)	Dell	DELL Power Edge 640	3VCMLN2	RSDC-P3	Critical
278	Blade Server (2P)	Dell	DELL Power Edge 640	3VCNLN2	RSDC-P3	Critical
279	Blade Server (2P)	Dell	DELL Power Edge 640	3VBPLN2	RSDC-P3	Critical
280	Blade Server (2P)	Dell	DELL Power Edge 640	3VDKLN2	RSDC-P3	Critical
280	Building Switch	CISCO	Nexus 9300	FDO22130P03	P4	Critical
281	Building Switch	CISCO	Nexus 9300	FDO221222AT	P4	Critical
282	Building Switch	CISCO	Nexus N9K-C93180YC-EX	FDO22022NMM	DR	Critical
283	Building Switch	CISCO	Nexus N9K-C93180YC-EX	FDO22022NPM	DR	Critical
284	Bypass Switch & Network Aggregator	Ixia	ByPass Switch	IBP-J0290210	RSDC-P4	Critical
285	Bypass Switch & Network Aggregator	Ixia	Aggrigator Switch	SSGB11746A0123	RSDC-P4	Critical
286	Bypass Switch & Network Aggregator	Ixia	ByPass Switch	IBP-J0190140	RSDC-P3	Critical
287	Bypass Switch & Network Aggregator	Ixia	Aggrigator Switch	SSGB11727B0045	RSDC-P3	Critical
288	Chassis Spine -1	CISCO	NEXUS 9508	FGE21472WL0	RSDC-DR	Critical
289	Chassis Spine -2	CISCO	NEXUS 9508	FGE21472WL8	RSDC-DR	Critical
290	Core Director SAN Switch	Cisco	MDS 9710	JPG220900HH	RSDC-P4	Critical
291	Core Director SAN Switch	Cisco	MDS 9710	JPG220900HN	RSDC-P4	Critical
292	Core Director SAN Switch	Cisco	MDS 9710	JPG2216008Z	RSDC-P3	Critical
293	Core Director SAN Switch	Cisco	MDS 9710	JPG22090093	RSDC-P3	Critical
294	Core Switch - Datacentre	Cisco	Nexus 9510	FGE21492XVH	RSDC-P4	Critical
295	Core Switch - Datacentre	Cisco	Nexus 9510	FGE21452TXA	RSDC-P4	Critical
296	Core Switch - Network	Cisco	Nexus 9510	FGE21362KYT	RSDC-P4	Critical
297	Core Switch - Network	Cisco	Nexus 9510	FGE21402NYH	RSDC-P4	Critical
298	De-Gausser	Intimus	Intimus I-20000	180209-014-002	RSDC-P4	High
299	De-Gausser	Intimus	Intimus I-20000	180209-014-003	RSDC-P3	High
300	De-Gausser	Intimus	Intimus I-20000	180209-014-001	RSDC-DR	High
301	DR-DIRECTOR-SW1	Cisco	CISCO MDS 9710	JPG2212005L	RSDC-DR	Critical
302	DR-DIRECTOR-SW2	Cisco	CISCO MDS 9710	JPG2210007J	RSDC-DR	Critical
303	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221200RE	RSDC-P4	Critical
304	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221200NK	RSDC-P4	Critical
305	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221000CG	RSDC-P4	Critical
306	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221200PB	RSDC-P4	Critical





**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

307	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221200NA	RSDC-P4	Critical
308	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221200NT	RSDC-P4	Critical
309	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221200NP	RSDC-P4	Critical
310	Edge SAN Switch	Cisco	MDS 9148S FC switch	JPG221200NN	RSDC-P4	Critical
311	Edge Switch	Cisco	MDS 91485 16G MFS	JPG220200DV	RSDC-DR	Critical
312	Edge Switch	Cisco	MDS 91485 16G MFS	JPG220300AT	RSDC-DR	Critical
313	Edge Switch	Cisco	MDS91485-16GMFS	JPG220200GG	RSDC-DR	Critical
314	Edge Switch	Cisco	MDS91485-16GMFS	JPG220200GE	RSDC-DR	Critical
315	Fujitsu TL	Fujitsu	ETERNUS LT260	LTDE68100601	RSDC-DR	Critical
316	Internet Link Load Balancer	Radware	ALTEON 6024	41808322-1	RSDC-P4	Critical
317	Internet Link Load Balancer	Radware	ALTEON 6024	41710221	RSDC-P4	Critical
318	Internet Link Load Balancer	Radware	Alteon 6024	41710220	RSDC-DR	Critical
319	Internet Link Load Balancer	Radware	Alteon 6024	41710215	RSDC-DR	Critical
320	Internet Router	Cisco	ASR-9010	FOX1744GQL6	RSDC-P4	Critical
321	Internet Router	Cisco	ASR-9010	FOX2211P1UA	RSDC-P4	Critical
322	LTO 7 Tape Library	Fujitsu	ETERNUS LT260	LTDE68100620	RSDC-P4	Critical
323	LTO 7 Tape Library	Fujitsu	ETERNUS LT260	LTDE68100623	RSDC-P4	Critical
324	LTO 7 Tape Library	Fujitsu	ETERNUS LT260	LTDE68100625	RSDC-P3	Critical
325	MetroClusterA1(Part of SAN)	Cisco	NX3132Q	FOC2204R1M6	RSDC-DR	Critical
326	MetroClusterA1(Part of SAN)	Cisco	NX3132Q	FOC2202R1M4	RSDC-DR	Critical
327	Rack Server	Dell	Power Edge 740	BPRN7N2	RSDC-DR	Critical
328	Rack Server	Dell	Power Edge 740	BPQR7N2	RSDC-DR	Critical
329	Rack Server	Dell	Power Edge 740	BPTM7N2	RSDC-DR	Critical
330	Rack Server	Dell	Power Edge 740	BQ5P7N2	RSDC-DR	Critical
331	Rack Server	Dell	Power Edge 740	BPPL7N2	RSDC-DR	Critical
332	Rack Server	Dell	Power Edge 740	BPPT7N2	RSDC-DR	Critical
333	Rack Server	Dell	Power Edge 740	BQ4N7N2	RSDC-DR	Critical
334	Rack Server	Dell	Power Edge 740	BPRT7N2	RSDC-DR	Critical
335	Rack Server	Dell	Power Edge 740	BPSR7N2	RSDC-DR	Critical
336	Rack Server	Dell	Power Edge 740	BPQM7N2	RSDC-DR	Critical
337	Rack Server	Dell	Power Edge 740	BQ2L7N2	RSDC-DR	Critical
338	Rack Server	Dell	Power Edge 740	BQ2V7N2	RSDC-DR	Critical
339	Rack Server	Dell	Power Edge 740	BQ4V7N2	RSDC-DR	Critical
340	Rack Server	Dell	Power Edge 740	BPSM7N2	RSDC-DR	Critical
341	Rack Server (2P)	Dell	Dell Power Edge 740	GN9Q7N2	RSDC-P4	Critical
342	Rack Server (2P)	Dell	Dell Power Edge 740	GN5M7N2	RSDC-P4	Critical
343	Rack Server (2P)	Dell	Dell Power Edge 740	429NLN2	RSDC-P4	Critical
344	Rack Server (2P)	Dell	Dell Power Edge 740	GN8V7N2	RSDC-P4	Critical
345	Rack Server (2P)	Dell	Dell Power Edge 740	GN7T7N2	RSDC-P4	Critical
346	Rack Server (2P)	Dell	Dell Power Edge 740	428MLN2	RSDC-P4	Critical
347	Rack Server (2P)	Dell	Dell Power Edge 740	GN5T7N2	RSDC-P4	Critical
348	Rack Server (2P)	Dell	Dell Power Edge 740	426NLN2	RSDC-P4	Critical
349	Rack Server (2P)	Dell	Dell Power Edge 740	GN9V7N2	RSDC-P4	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

350	Rack Server (2P)	Dell	Dell Power Edge 740	GN6Q7N2	RSDC-P4	Critical
351	Rack Server (2P)	Dell	Dell Power Edge 740	GNBN7N2	RSDC-P4	Critical
352	Rack Server (2P)	Dell	Dell Power Edge 740	423QLN2	RSDC-P4	Critical
353	Rack Server (2P)	Dell	Dell Power Edge 740	42BMLN2	RSDC-P4	Critical
354	Rack Server (2P)	Dell	Dell Power Edge 740	2MDKLN2	RSDC-P4	Critical
355	Rack Server (2P)	Dell	Dell Power Edge 740	2JDLLN2	RSDC-P4	Critical
356	Rack Server (2P)	Dell	Dell Power Edge 740	2J2PLN2	RSDC-P4	Critical
357	Rack Server (2P)	Dell	Dell Power Edge 740	2M9NLN2	RSDC-P4	Critical
358	Rack Server (2P)	Dell	Dell Power Edge 740	2MBPLN2	RSDC-P4	Critical
359	Rack Server (2P)	Dell	Dell Power Edge 740	2J7PLN2	RSDC-P4	Critical
360	Rack Server (2P)	Dell	Dell Power Edge 740	2M7PLN2	RSDC-P4	Critical
361	Rack Server (2P)	Dell	Dell Power Edge 740	2J7MLN2	RSDC-P4	Critical
362	Rack Server (2P)	Dell	Dell Power Edge 740	2J5LLN2	RSDC-P4	Critical
363	Rack Server (2P)	Dell	Dell Power Edge 740	2M5QLN2	RSDC-P4	Critical
364	Rack Server (2P)	Dell	Dell Power Edge 740	2HZPLN2	RSDC-P4	Critical
365	Rack Server (2P)	Dell	Dell Power Edge 740	2J3PLN2	RSDC-P4	Critical
366	Rack Server (2P)	Dell	Dell Power Edge 740	2J5QLN2	RSDC-P4	Critical
367	Rack Server (2P)	Dell	Dell Power Edge 740	2HZLLN2	RSDC-P3	Critical
368	Rack Server (2P)	Dell	Dell Power Edge 740	2J4NLN2	RSDC-P3	Critical
369	Router-1	CISCO	ASR 9006	FOX2210P2LE	RSDC-DR	Critical
370	Router-2	CISCO	ASR 9006	FOX1820GV2C	RSDC-DR	Critical
371	Spine Switch	Cisco	Nexus 9508	FGE21492XY9	RSDC-P4	Critical
372	Spine Switch	Cisco	Nexus 9508	FGE23155Q7Z	RSDC-P4	Critical
373	Storage (2PB SAN)	NetApp	NetApp 9000	721809000115/ 721809000116	DR- Jodhpur	Critical
374	Storage (2PB SAN)	NetApp	NetApp 9000	791922000009/ 721809000118	RSDC-P4	Critical
375	Storage (2PB SAN)	NetApp	NetApp 9000	721809000113/ 721809000114	RSDC-P4	Critical
376	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2A7	RSDC-DR	Critical
377	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I27K	RSDC-DR	Critical
378	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29M	RSDC-DR	Critical
379	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I27S	RSDC-DR	Critical
380	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2202E1UC	RSDC-DR	Critical
381	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I27T	RSDC-DR	Critical
382	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I27W	RSDC-DR	Critical
383	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2201I1US	RSDC-DR	Critical
384	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2202Q1XK	RSDC-DR	Critical
385	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29F	RSDC-DR	Critical
386	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2A8	RSDC-DR	Critical
387	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203E260	RSDC-DR	Critical
388	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29Z	RSDC-DR	Critical
389	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I27P	RSDC-DR	Critical
390	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29D	RSDC-DR	Critical
391	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203E26E	RSDC-DR	Critical
392	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2A2	RSDC-DR	Critical
393	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I28E	RSDC-DR	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

394	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203Q1WH	RSDC-DR	Critical
395	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2A5	RSDC-DR	Critical
396	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I299	RSDC-DR	Critical
397	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2AF	RSDC-DR	Critical
398	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I28T	RSDC-DR	Critical
399	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2AJ	RSDC-DR	Critical
400	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I28Z	RSDC-DR	Critical
401	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I294	RSDC-DR	Critical
402	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2A6	RSDC-DR	Critical
403	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29B	RSDC-DR	Critical
404	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203Q0JB	RSDC-DR	Critical
405	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2AQ	RSDC-DR	Critical
406	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29Q	RSDC-DR	Critical
407	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I285	RSDC-DR	Critical
408	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I295	RSDC-DR	Critical
409	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I26Y	RSDC-DR	Critical
410	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I283	RSDC-DR	Critical
411	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I289	RSDC-DR	Critical
412	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29N	RSDC-DR	Critical
413	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I29R	RSDC-DR	Critical
414	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2AA	RSDC-DR	Critical
415	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203Q0JC	RSDC-DR	Critical
416	Switch	CISCO	Cisco WS-C3650-48PQ	FDO2203I2NJ	RSDC-DR	Critical
417	Switch (Part of Storage)	Cisco	NEXUS 3132Q- V	FOC2202R06A	RSDC-P4	Critical
418	Switch (Part of Storage)	Cisco	NEXUS 3132Q- V	FOC2202R05Z	RSDC-P4	Critical
419	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122NZ7	P3	Critical
420	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140GJM	P3	Critical
421	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122P3D	P3	Critical
422	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122NAP	P3	Critical
423	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122NJV	P4	Critical
424	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P0P	P4	Critical
425	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122NDK	P4	Critical
426	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140CEX	P4	Critical
427	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO221316NB	P4	Critical
428	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130QNE	P4	Critical
429	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122P29	P4	Critical
430	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122P2E	P4	Critical
431	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122NL5	P4	Critical
432	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130Q20	P4	Critical
433	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P61	P4	Critical
434	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140GJS	P4	Critical
435	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140CGS	P4	Critical
436	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P02	P4	Critical
437	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130Q12	P4	Critical
438	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122D7E	P4	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

439	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO21440NBN	P4	Critical
440	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140N6N	P4	Critical
441	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130QNF	P4	Critical
442	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140CGA	P4	Critical
443	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122N2T	P4	Critical
444	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P0A	P4	Critical
445	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130Q1S	P4	Critical
446	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P07	P4	Critical
447	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130Q07	P4	Critical
448	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122P31	P4	Critical
449	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO24110N7Y	P4	Critical
450	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022DC7	P4	Critical
451	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO2205247P	P4	Critical
452	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22060DCP	P4	Critical
453	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122DAP	P4	Critical
454	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130Q0B	P4	Critical
455	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140GJH	P4	Critical
456	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P0K	P4	Critical
457	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO221222BX	P4	Critical
458	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130Q26	P4	Critical
459	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130POJ	P4	Critical
460	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140N6G	P4	Critical
461	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO221222C6	P4	Critical
462	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P6B	P4	Critical
463	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22130P63	P4	Critical
464	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122293	P4	Critical
465	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22140CFX	P4	Critical
466	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22122NS3	P4	Critical
467	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22040MFD	DR	Critical
468	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022NP8	DR	Critical
469	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022KKD	DR	Critical
470	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022DCD	DR	Critical
471	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022DDH	DR	Critical
472	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022NPJ	DR	Critical
473	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO220103V2	DR	Critical
474	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022NQH	DR	Critical
475	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022NPS	DR	Critical
476	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022LP2	DR	Critical
477	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022LPY	DR	Critical
478	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022DET	DR	Critical
479	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022DJN	DR	Critical
480	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22041HCY	DR	Critical
481	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022KL1	DR	Critical
482	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022DD7	DR	Critical
483	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022LPS	DR	Critical
484	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022KJG	DR	Critical



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

485	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO215225U2	DR	Critical
486	Top of Rack Switch	CISCO	NexusN9K- C93180YC-EX	FDO22022NPU	DR	Critical
487	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2A6	DR	Critical
488	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2A7	DR	Critical
489	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2AA	DR	Critical
490	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2AB	DR	Critical
491	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2AF	DR	Critical
492	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2AJ	DR	Critical
493	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2AO	DR	Critical
494	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203I2AQ	DR	Critical
495	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203QLWH	DR	Critical
496	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203QLWL	DR	Critical
497	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203QOJB	DR	Critical
498	24 Ports LAN Switch	Cisco	Catalyst 3650	SFD02203QOJC	DR	Critical
499	Building Switch	Cisco	Nexus 9300	SFD0215225U2	DR	Critical
500	Building Switch	Cisco	Nexus 9300	SFD0220103V2	DR	Critical





**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

**ANNEXURE-2: BILL of Material (BOM)**

SN	Item Description	Make & Model	Location	Qty.	MAF Required
				(in nos.)	
1	Rack Server (2P)	DELL Power Edge 740	Jaipur	28	NA
2	Blade Chassis	DELL Power Edge M1000e	Jaipur	6	NA
3	Blade Server (2P)	DELL Power Edge 640	Jaipur	78	NA
4	Core Director SAN Switch	Cisco MDS 9710	Jaipur	6	YES
5	Edge SAN Switch	Cisco MDS 9148S FC switch	Jaipur	8	YES
6	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jaipur	3	NA
7	Purpose-built Backup Appliance	Veritas NetBackup 5240 Appliances	Jaipur	2	NA
8	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jaipur	1	YES
9	Internet Router	Cisco ASR-9010	Jaipur	2	YES
10	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jaipur	50	YES
11	Spine Switch	Cisco Nexus 9508	Jaipur	2	YES
12	Internet Firewall	Palo Alto PA-5250	Jaipur	2	YES
13	IPS	Trend Micro 8400TX IPS	Jaipur	2	YES
14	DC Firewall	Checkpoint 64K	Jaipur	2	YES
15	Internet Link Load Balancer	Radware ALTEON 6024	Jaipur	2	YES
16	DDoS Appliance	Radware DEFENSE Pro 60	Jaipur	2	YES
17	Core Switch - Data Center	Cisco Nexus 9510	Jaipur	2	YES
18	Core Switch - Network	Cisco Nexus 9510	Jaipur	2	YES
19	Building Switch	Cisco Nexus 9300	Jaipur	4	YES
20	48 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	64	NA
21	24 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	35	NA
22	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jaipur	1	YES
23	De-Gusser	Intimus I-20000	Jaipur	2	NA
24	Rack Server (2P)	DELL Power Edge 740	Jodhpur	14	NA
25	Blade Chassis	DELL Power Edge M1000e	Jodhpur	4	NA
26	Blade Server (2P)	DELL Power Edge 640	Jodhpur	52	NA
27	Edge SAN Switch	Cisco MDS 9148S FC switch	Jodhpur	4	YES
28	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jodhpur	1	NA
29	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jodhpur	1	YES
30	Internet Router	Cisco ASR-9006	Jodhpur	2	YES
31	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jodhpur	20	YES
32	Spine Switch	Cisco Nexus 9508	Jodhpur	2	YES
33	Internet Firewall	Palo Alto PA-5250	Jodhpur	2	YES
34	IPS	Trend Micro 8400TX IPS	Jodhpur	2	YES
35	DR Firewall	Checkpoint 44K	Jodhpur	2	YES
36	Internet Link Load Balancer	Radware ALTEON 6024	Jodhpur	2	YES
37	DDoS Appliance	Radware DEFENSE Pro 60	Jodhpur	2	YES
38	Building Switch	Cisco Nexus 9300	Jodhpur	2	YES
39	48 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	44	NA
40	24 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	12	NA



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

41	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jodhpur	1	YES
42	De-Gausser	Intimus I-20000	Jodhpur	1	NA
43	Storage (3 PB SAN)	NetApp 9000	Jaipur	2	Yes
44	Storage (3 PB SAN)	NetApp 9000	Jodhpur	1	Yes

**Note:**

- The comprehensive onsite maintenance support required to be provided by bidder from OEM where MAF is required as per table above till product's End of Life/End of Support/End of Service date or till 3 years from date of work order whichever is earlier and upto maximum 3 years only.
- The comprehensive onsite maintenance support required to be provided by bidder from OEM/SI where MAF is not required as per table above till 3 years from date of work order.
- OEM's MAF shall have clearly mentioned the product details like serial number, End of Support/ End of Service date, etc.
- AMC is available for Storage (3 PB SAN NetApp 9000, Jaipur & Jodhpur at point no. 43 & 44) till the date 15.07.2024.
- Bidders are advised to visit RDSC to know more details about the infrastructure deployed there.





**ANNEXURE-3: TENDER FORM**

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

**1) Addressed to:**

<b>Name of the Tendering Authority</b>	Managing Director (MD), RajComp Info Services Ltd.
<b>Address</b>	1 <sup>st</sup> Floor, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) – 302005
<b>Telephone</b>	0141-5103902
<b>Tele Fax</b>	0141-2224855
<b>Email</b>	@rajasthan.gov.in (please mention the NIB no. in the subject)

**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</b>	Public Limited	Private Limited	Partnership	Proprietary
<b>Put Tick(√) mark</b>				
<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>Area of Specialization</b>				

3) The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/BC/receipt no. \_\_\_\_\_ dated \_\_\_\_\_.

4) The requisite RISL processing fee amounting to Rs. \_\_\_/- (Rupees <in words>) has been deposited vide DD/BC/receipt no. dated \_\_\_\_\_.



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

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- 5) The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- 6) 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-4: TECHNICAL BID COVERING LETTER**

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

To,

The Managing Director (MD),  
RajCOMP Info Services Limited (RISL),  
First Floor, 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 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 120 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 undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 3 months from the date of issue of LOI.

Or (strike out whichever is not applicable)

We have an existing office at Jaipur at the following address:

.....

8. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.
9. 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



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Date Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

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project for performing their duties with respect to this project. We understand that our non-cooperation 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-5: BIDDER'S AUTHORIZATION CERTIFICATE**

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

To,

The Managing Director (MD),  
RajCOMP Info Services Limited (RISL),  
First Floor, 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-6: SELF-DECLARATION**

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

**Declaration by the bidder**

In relation to my/our Bid submitted to \_\_\_\_\_ for procurement of \_\_\_\_\_ in response to their notice inviting bids no. \_\_\_\_\_ dated \_\_\_\_\_, I/ we hereby declare under Section 7 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

- a) I/we possess the necessary professional, technical, financial and managerial resources and competencerequired by the Bidding Document issued by the Procuring Entity;
- b) I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and theState Government or any local authority as specified in the Bidding Document;
- c) I/we are not insolvent in receivership, bankrupt or being wound up, not have its affairsad ministered bya court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) I/we do not have a conflict of interest as mentioned in the Act, Rules and the bidding document, which materially affects the fair competition.

Date:

Place:

Name:

Designation:

Signature of bidder:

Address:



**ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

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

To,

The Managing Director (MD),

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

**CERTIFICATE**

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 Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

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





**ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF THE EQUIPMENT**

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

To,

The Managing Director (MD),  
RajCOMP Info Services Limited (RISL),  
First Floor, YojanaBhawan, 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 components/ parts/ assembly/ software supplied shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment Under AMC, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:



**ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER**

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

**COVER LETTER**

To,

The Managing Director (MD),  
RajCOMP Info Services Limited (RISL),  
First Floor, 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 (BoQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule 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 \_\_\_\_\_ 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}

Note: This is an Indicative Financial bid format of BoQ. The BoQ available at e-procurement portal shall be considered as final.

(BIDDER MUST HAVE TO QUOTE FOR ALL THE ITEMS IN THE BOQs.)

**BOQ-A: Annual Maintenance Contract (AMC) of existing IT Infrastructure of RSDCs Jaipur and DR Site Jodhpur for First Year.**

SN	Item Description	Make & Model	Location	Qty. (in nos.)	Per Unit AMC Cost for 1 <sup>st</sup> year (In Rs.) (incl. all taxes & Levies but excl. GST) (In Rs.)	GST Amount (In Rs.)	Per Unit AMC Cost for 1 <sup>st</sup> year (incl. all taxes) (In Rs.)	Total AMC Cost for 1 <sup>st</sup> year (incl. all taxes) (In Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)= (f)+(g)	(i)= (h)x(e)
1	Rack Server (2P)	DELL Power Edge 740	Jaipur	28				
2	Blade Chassis	DELL Power Edge M1000e	Jaipur	6				
3	Blade Server (2P)	DELL Power Edge 640	Jaipur	78				
4	Core Director SAN Switch	Cisco MDS 9710	Jaipur	6				
5	Edge SAN Switch	Cisco MDS 9148S FC switch	Jaipur	8				
6	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jaipur	3				
7	Purpose-built Backup Appliance	Veritas NetBackup 5240 Appliances	Jaipur	2				
8	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jaipur	1				
9	Internet Router	Cisco ASR-9010	Jaipur	2				
10	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jaipur	50				
11	Spine Switch	Cisco Nexus 9508	Jaipur	2				
12	Internet Firewall	Palo Alto PA-5250	Jaipur	2				
13	IPS	Trend Micro 8400TX IPS	Jaipur	2				



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

14	DC Firewall	Checkpoint 64K	Jaipur	2				
15	Internet Link Load Balancer	Radware ALTEON 6024	Jaipur	2				
16	DDoS Appliance	Radware DEFENSE Pro 60	Jaipur	2				
17	Core Switch - Data Center	Cisco Nexus 9510	Jaipur	2				
18	Core Switch - Network	Cisco Nexus 9510	Jaipur	2				
19	Building Switch	Cisco Nexus 9300	Jaipur	4				
20	48 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	64				
21	24 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	35				
22	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jaipur	1				
23	De-Gausser	Intimus I-20000	Jaipur	2				
24	Rack Server (2P)	DELL Power Edge 740	Jodhpur	14				
25	Blade Chassis	DELL Power Edge M1000e	Jodhpur	4				
26	Blade Server (2P)	DELL Power Edge 640	Jodhpur	52				
27	Edge SAN Switch	Cisco MDS 9148S FC switch	Jodhpur	4				
28	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jodhpur	1				
29	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jodhpur	1				
30	Internet Router	Cisco ASR-9006	Jodhpur	2				
31	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jodhpur	20				
32	Spine Switch	Cisco Nexus 9508	Jodhpur	2				
33	Internet Firewall	Palo Alto PA-5250	Jodhpur	2				
34	IPS	Trend Micro 8400TX IPS	Jodhpur	2				
35	DR Firewall	Checkpoint 44K	Jodhpur	2				
36	Internet Link Load Balancer	Radware ALTEON 6024	Jodhpur	2				
37	DDoS Appliance	Radware DEFENSE Pro 60	Jodhpur	2				
38	Building Switch	Cisco Nexus 9300	Jodhpur	2				



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

39	48 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	44				
40	24 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	12				
41	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jodhpur	1				
42	De-Gausser	Intimus I-20000	Jodhpur	1				
43	Storage (3 PB SAN)	NetApp 9000	Jaipur	2				
44	Storage (3 PB SAN)	NetApp 9000	Jodhpur	1				
<b>Total AMC Cost for First Year (Total of BOQ-A) (in Fig.)</b>								
<b>Total AMC Cost for First Year (Total of BOQ-A) (in Words)</b>								

**BOQ-B: Annual Maintenance Contract (AMC) of existing IT Infrastructure of RSDCs Jaipur and DR Site Jodhpur for Second Year.**

SN	Item Description	Make & Model	Location	Qty. (in nos.)	Per Unit AMC Cost for 2 <sup>nd</sup> year (In Rs.) (incl. all taxes & Levies but excl. GST) (In Rs.)	GST Amount (In Rs.)	Per Unit AMC Cost for 2 <sup>nd</sup> year (incl. all taxes) (In Rs.)	Total AMC Cost for 2 <sup>nd</sup> year (incl. all taxes) (In Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)= (f)+(g)	(i)= (h)x(e)
1	Rack Server (2P)	DELL Power Edge 740	Jaipur	28				
2	Blade Chassis	DELL Power Edge M1000e	Jaipur	6				
3	Blade Server (2P)	DELL Power Edge 640	Jaipur	78				
4	Core Director SAN Switch	Cisco MDS 9710	Jaipur	6				
5	Edge SAN Switch	Cisco MDS 9148S FC switch	Jaipur	8				
6	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jaipur	3				
7	Purpose-built Backup Appliance	Veritas NetBackup 5240 Appliances	Jaipur	2				
8	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jaipur	1				
9	Internet Router	Cisco ASR-9010	Jaipur	2				
10	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jaipur	50				
11	Spine Switch	Cisco Nexus 9508	Jaipur	2				
12	Internet Firewall	Palo Alto PA-5250	Jaipur	2				
13	IPS	Trend Micro 8400TX IPS	Jaipur	2				
14	DC Firewall	Checkpoint 64K	Jaipur	2				
15	Internet Link Load Balancer	Radware ALTEON 6024	Jaipur	2				
16	DDoS Appliance	Radware DEFENSE Pro 60	Jaipur	2				
17	Core Switch - Data Center	Cisco Nexus 9510	Jaipur	2				



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

18	Core Switch - Network	Cisco Nexus 9510	Jaipur	2				
19	Building Switch	Cisco Nexus 9300	Jaipur	4				
20	48 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	64				
21	24 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	35				
22	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jaipur	1				
23	De-Gausser	Intimus I-20000	Jaipur	2				
24	Rack Server (2P)	DELL Power Edge 740	Jodhpur	14				
25	Blade Chassis	DELL Power Edge M1000e	Jodhpur	4				
26	Blade Server (2P)	DELL Power Edge 640	Jodhpur	52				
27	Edge SAN Switch	Cisco MDS 9148S FC switch	Jodhpur	4				
28	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jodhpur	1				
29	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jodhpur	1				
30	Internet Router	Cisco ASR-9006	Jodhpur	2				
31	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jodhpur	20				
32	Spine Switch	Cisco Nexus 9508	Jodhpur	2				
33	Internet Firewall	Palo Alto PA-5250	Jodhpur	2				
34	IPS	Trend Micro 8400TX IPS	Jodhpur	2				
35	DR Firewall	Checkpoint 44K	Jodhpur	2				
36	Internet Link Load Balancer	Radware ALTEON 6024	Jodhpur	2				
37	DDoS Appliance	Radware DEFENSE Pro 60	Jodhpur	2				
38	Building Switch	Cisco Nexus 9300	Jodhpur	2				
39	48 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	44				
40	24 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	12				
41	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jodhpur	1				





**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

42	De-Gausser	Intimus I-20000	Jodhpur	1				
43	Storage (3 PB SAN)	NetApp 9000	Jaipur	2				
44	Storage (3 PB SAN)	NetApp 9000	Jodhpur	1				
<b>Total AMC Cost for Second Year (Total of BOQ-B) (in Fig.)</b>								
<b>Total AMC Cost for Second Year (Total of BOQ-B) (in Words)</b>								

**BOQ-C: Annual Maintenance Contract (AMC) of existing IT Infrastructure of RSDCs Jaipur and DR Site Jodhpur for Third Year.**

SN	Item Description	Make & Model	Location	Qty. (in nos.)	Per Unit AMC Cost for 3 <sup>rd</sup> year (In Rs.) (incl. all taxes & Levies but excl. GST) (In Rs.)	GST Amount (In Rs.)	Per Unit AMC Cost for 3 <sup>rd</sup> year (incl. all taxes) (In Rs.)	Total AMC Cost for 3 <sup>rd</sup> year (incl. all taxes) (In Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)= (f)+(g)	(i)= (h)x(e)
1	Rack Server (2P)	DELL Power Edge 740	Jaipur	28				
2	Blade Chassis	DELL Power Edge M1000e	Jaipur	6				
3	Blade Server (2P)	DELL Power Edge 640	Jaipur	78				
4	Core Director SAN Switch	Cisco MDS 9710	Jaipur	6				
5	Edge SAN Switch	Cisco MDS 9148S FC switch	Jaipur	8				
6	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jaipur	3				
7	Purpose-built Backup Appliance	Veritas NetBackup 5240 Appliances	Jaipur	2				
8	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jaipur	1				
9	Internet Router	Cisco ASR-9010	Jaipur	2				
10	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jaipur	50				
11	Spine Switch	Cisco Nexus 9508	Jaipur	2				
12	Internet Firewall	Palo Alto PA-5250	Jaipur	2				
13	IPS	Trend Micro 8400TX IPS	Jaipur	2				



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

14	DC Firewall	Checkpoint 64K	Jaipur	2				
15	Internet Link Load Balancer	Radware ALTEON 6024	Jaipur	2				
16	DDoS Appliance	Radware DEFENSE Pro 60	Jaipur	2				
17	Core Switch - Data Center	Cisco Nexus 9510	Jaipur	2				
18	Core Switch - Network	Cisco Nexus 9510	Jaipur	2				
19	Building Switch	Cisco Nexus 9300	Jaipur	4				
20	48 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	64				
21	24 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	35				
22	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jaipur	1				
23	De-Gausser	Intimus I-20000	Jaipur	2				
24	Rack Server (2P)	DELL Power Edge 740	Jodhpur	14				
25	Blade Chassis	DELL Power Edge M1000e	Jodhpur	4				
26	Blade Server (2P)	DELL Power Edge 640	Jodhpur	52				
27	Edge SAN Switch	Cisco MDS 9148S FC switch	Jodhpur	4				
28	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jodhpur	1				
29	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jodhpur	1				
30	Internet Router	Cisco ASR-9006	Jodhpur	2				
31	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jodhpur	20				
32	Spine Switch	Cisco Nexus 9508	Jodhpur	2				
33	Internet Firewall	Palo Alto PA-5250	Jodhpur	2				
34	IPS	Trend Micro 8400TX IPS	Jodhpur	2				
35	DR Firewall	Checkpoint 44K	Jodhpur	2				
36	Internet Link Load Balancer	Radware ALTEON 6024	Jodhpur	2				
37	DDoS Appliance	Radware DEFENSE Pro 60	Jodhpur	2				



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

38	Building Switch	Cisco Nexus 9300	Jodhpur	2				
39	48 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	44				
40	24 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	12				
41	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jodhpur	1				
42	De-Gausser	Intimus I-20000	Jodhpur	1				
43	Storage (3 PB SAN)	NetApp 9000	Jaipur	2				
44	Storage (3 PB SAN)	NetApp 9000	Jodhpur	1				
<b>Total AMC Cost for Third Year (Total of BOQ-B) (in Fig.)</b>								
<b>Total AMC Cost for Third Year (Total of BOQ-B) (in Words)</b>								

**BOQ-D: Annual Maintenance Contract (AMC) of existing IT Infrastructure of RSDCs Jaipur and DR Site Jodhpur for all Three Years.**

SN	Item Description	Make & Model	Location	Qty. (in nos.)	Total AMC Cost for 1 <sup>st</sup> year (incl. all taxes) (In Rs.)	Total AMC Cost for 2 <sup>nd</sup> year (incl. all taxes) (In Rs.)	Total AMC Cost for 3 <sup>rd</sup> year (incl. all taxes) (In Rs.)	Total AMC Cost (incl. all taxes) (In Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)= (f)+(g)+(h)
1	Rack Server (2P)	DELL Power Edge 740	Jaipur	28				
2	Blade Chassis	DELL Power Edge M1000e	Jaipur	6				
3	Blade Server (2P)	DELL Power Edge 640	Jaipur	78				
4	Core Director SAN Switch	Cisco MDS 9710	Jaipur	6				
5	Edge SAN Switch	Cisco MDS 9148S FC switch	Jaipur	8				
6	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jaipur	3				
7	Purpose-built Backup Appliance	Veritas NetBackup 5240 Appliances	Jaipur	2				
8	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jaipur	1				
9	Internet Router	Cisco ASR-9010	Jaipur	2				
10	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jaipur	50				
11	Spine Switch	Cisco Nexus 9508	Jaipur	2				
12	Internet Firewall	Palo Alto PA-5250	Jaipur	2				
13	IPS	Trend Micro 8400TX IPS	Jaipur	2				
14	DC Firewall	Checkpoint 64K	Jaipur	2				
15	Internet Link Load Balancer	Radware ALTEON 6024	Jaipur	2				
16	DDoS Appliance	Radware DEFENSE Pro 60	Jaipur	2				
17	Core Switch - Data Center	Cisco Nexus 9510	Jaipur	2				
18	Core Switch - Network	Cisco Nexus 9510	Jaipur	2				



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

19	Building Switch	Cisco Nexus 9300	Jaipur	4				
20	48 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	64				
21	24 Ports LAN Switch	Cisco Catalyst 3650	Jaipur	35				
22	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jaipur	1				
23	De-Gausser	Intimus I-20000	Jaipur	2				
24	Rack Server (2P)	DELL Power Edge 740	Jodhpur	14				
25	Blade Chassis	DELL Power Edge M1000e	Jodhpur	4				
26	Blade Server (2P)	DELL Power Edge 640	Jodhpur	52				
27	Edge SAN Switch	Cisco MDS 9148S FC switch	Jodhpur	4				
28	LTO Tape Library - DC	Fujitsu ETERNUS LT260	Jodhpur	1				
29	EMS with Service Desk	Microfocus HPE NOM Suite Ultimate E	Jodhpur	1				
30	Internet Router	Cisco ASR-9006	Jodhpur	2				
31	Top of Rack Switch	Cisco Nexus N9K-C93180YC-EX	Jodhpur	20				
32	Spine Switch	Cisco Nexus 9508	Jodhpur	2				
33	Internet Firewall	Palo Alto PA-5250	Jodhpur	2				
34	IPS	Trend Micro 8400TX IPS	Jodhpur	2				
35	DR Firewall	Checkpoint 44K	Jodhpur	2				
36	Internet Link Load Balancer	Radware ALTEON 6024	Jodhpur	2				
37	DDoS Appliance	Radware DEFENSE Pro 60	Jodhpur	2				
38	Building Switch	Cisco Nexus 9300	Jodhpur	2				
39	48 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	44				
40	24 Ports LAN Switch	Cisco Catalyst 3650	Jodhpur	12				
41	Bypass Switch & Network Aggregator	Ixia ByPass Switch VHD 10G	Jodhpur	1				
42	De-Gausser	Intimus I-20000	Jodhpur	1				



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Data Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

43	Storage (3 PB SAN)	NetApp 9000	Jaipur	2				
44	Storage (3 PB SAN)	NetApp 9000	Jodhpur	1				
<b>Total AMC Cost for Three (03) Years (Sum of BoQ A + BOQ B + BOQ C) (in Fig.)</b>								
<b>Total AMC Cost for Three (03) Years (Sum of BoQ A + BOQ B + BOQ C) (in Words)</b>								

(THESE BOQ TEMPLATE MUST NOT BE MODIFIED/REPLACED BY THE BIDDER AND THE SAME SHOULD BE UPLOADED AFTER FILLING THE RELEVANT COLUMNS, ELSE THE BIDDER IS LIABLE TO BE REJECTED FOR THIS TENDER. BIDDERS ARE ALLOWED TO ENTER THE BIDDER NAME AND VALUES ONLY)

- Bidders have to fill all the BOQ-A, BOQ-B, BOQ-C and BOQ-D.
- L1 bidder will be selected with the total price quoted in BoQ-D.
- For OEM back to back Support devices (as per Annexure-2 (BOM)) AMC amount should be quoted for any particular device up to the year in which End of Support date falls. If device is getting End ofSupport during the contract period.
- Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- The quantities mentioned in financial bid are indicative however, the payments shall be made on actuals. GST shall be paid as applicable at the time of payment.
- 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-10: BANK GUARANTEE FORMAT**

{To be submitted by the bidder's bank}

**BANK GUARANTEE FORMAT – BID SECURITY**

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

To,

The Managing Director (MD),  
RajCOMP Info Services Limited (RISL),  
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. \_\_\_\_\_ (Rupees <in words>)> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by RISL, First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. \_\_\_\_\_ (Rupees <in words>)> to the RISL as earnest money deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that maybe caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.





5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
  8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ..... (Signature) .....  
 Place ..... (Printed Name) .....  
 (Designation) .....  
 (Bank's common seal) .....

In presence of:  
 WTTNESS (with full name, designation, address & official seal, if any)  
 (1) .....  
 .....  
 (2) .....  
 .....

Bank Details  
 Name & address of Bank:  
 Name of contact person of Bank:  
 Contact telephone number:

## **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 RISL
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 Purchaser at the following address:

### **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 Chairman cum Managing Director (CMD),  
RajCOMP Info Services Limited (RISL),  
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") 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 RISL 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 RISL 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 RISL. Any such demand made on the bank by the RISL 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 RISL and We (Indicate the name of Bank), bound ourselves with all directions given by RISL 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 RISL 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 RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL 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 RISL that the RISL 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 RISL 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 RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect 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 RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... only).
9. It shall not be necessary for the RISL 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 RISL 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 favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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



**RFP for Selecting an agency for Comprehensive maintenance of IT Infrastructure of Rajasthan State Date Centre (RSDC) Phase-III, IV at Jaipur and RSDC Disaster Recovery Site at Jodhpur**

---

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL  
For and on behalf of the RISL

Signature

(Name & Designation)

**ANNEXURE-11: DRAFT AGREEMENT FORMAT**

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

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) 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 the Indian Companies Act, 1956 with its registered office at \_\_\_\_\_ (herein after referred as the "Successful Bidder/ Supplier") 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 supplier has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

The supplier 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. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL 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 RISL to supplier at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in "Annexure- 8" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.



3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of unsupplied services: -

S. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	10.0 %

**Note:**

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10% of the contract value.
- iii. If supplier requires an extension of time in completion of contractual supply 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 supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
- v. \*The percentage refers to the payment due for the associated works/ goods/ service/ Manpower.

6. The Penalties shall be implemented and deducted as per the SLAs 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.
8. In case of agreement with Supplier/service provider:  
 "This agreement is being executed on behalf of M/s (Concerned Department)....., to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department)..... along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company."



9. In case of MOU with Department/PSU

“This MOU is being executed to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services (except management consultancy) will be delivered in the name of M/s (Concerned Department) ..... along with invoices of supplied items, although payment will be made by RISL on behalf of M/s (Concerned Department) .....”

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed By:	Signed By:
( ) Designation: Company:	( ) Designation: Rajcomp Info Services Limited, Jaipur
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: Rajcomp Info Services Limited, Jaipur
( ) Designation: Company:	( ) Designation: Rajcomp Info Services Limited, Jaipur



**ANNEXURE-12: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This confidentiality and non-disclosure agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN**

RajCOMP Info Services Limited (RISL),, having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ 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**

Company Name, India (hereinafter referred to as ‘Successful Bidder/ Successful bidder/System Integrator’, 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 RISL wishes to appoint an agency for \_\_\_\_\_ Yojana Bhawan, Jaipur for a period of \_\_\_\_ years. For the purpose there will be a requirement to exchange certain information related to or hosted in Rajasthan State Data Centre (RSDC) which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to successful bidder only on the terms and conditions contained in this Agreement. The 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/RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

"Confidential Information" shall mean

- a) any and all information concerning Data Centre (DC), Disaster Recovery (DR) Site or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related and data /information hosted in Data Centre (DC) and Disaster Recovery (DR) Site
- c) Passwords of IT/Non IT equipment of DC, user identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of IT/Non IT equipment, policies of firewall/IDS/IPS /routers /switches and information hosted on IT equipment in Data Centre (DC) and Disaster Recovery (DR) Site.

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 or hosted with Data Centre (DC) & Disaster Recovery (DR) Site and is

disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

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

Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data are hosted in Rajasthan State Data Centre (RSDC) shall be used by the successful bidder solely for the purpose of fulfillment of the obligation and work assigned to it as per order no.\_\_\_\_ 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 RISL 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.

Confidential and Proprietary Information shall not be copied or reproduced by the successful BIDDER without the express written permission of the RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no..

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.

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.

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 RISL 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 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 RISL, without the prior written consent of the RISL .
- 3.2. Whereas, the RISL as a matter of policy and with a view to operate and maintain SDC has given order to the successful bidder Work Order No for \_\_\_\_\_ at Yojana Bhawan, Jaipur for a period of year as specified in the service level agreement (SLA).
- 3.3. Whereas, the RISL 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 risl and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6. Whereas, the RISL shall have the entire control over the functioning of the Successful bidder and the successful bidder shall work according to the instruction of the RISL and in case if this is violated by the successful bidder in any mode or manner, the RISL 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 RISL to have –
- Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
  - Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipments 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;
  - 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;
  - Denies or causes the denial of access to any authorized person of the RISL 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 RISL any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RISL. Successful bidder shall make the report to RISL within not less than one (1) business day after successful bidder learns of such use or disclosure. Successful bidder's 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 RISL.

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 RISL to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

**4. Dispute Resolution:**

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 hereunto set their hands and seal the day and year first above written.

Signed By:	Signed By:
( ) Designation: Company:	( ) Rajcomp Info Services Limited, Jaipur
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: Rajcomp Info Services Limited, Jaipur
( ) Designation: Company:	( ) Designation: Rajcomp Info Services Limited, Jaipur



**ANNEXURE-13: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

**First Appellate Authority** is Principal Secretary, IT&C, GoR, Jaipur

**Second Appellate Authority** is Secretary (Budget), Finance Department, GoR, Jaipur

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. Prayer: <please specify>

Place .....

Date .....

**ANNEXURE-14: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION AND TECHNICAL EXPERIENCE**

Criteria	S. No.	Name of Client	Cost of AMC/ATS	Year of Execution
<p>The bidder should have experience in providing Datacenter IT infrastructure AMC/ATS Services for Data centers of Central Government/State Government/Banks/PSU/Public Limited companies in India during last five (5) F.Y.( 2019-2020 to 2023-2024).</p> <p>And</p> <p>At least one work order of the same category not less than of Rs. 10.00 Cr. In India.</p> <p>OR</p> <p>At least two work orders of the same category not less than of Rs. 7.00 Cr each in India.</p>	1.			
	2.			
	3.			
	4.			
	5.			

**Note:**

This Annexure will be certified from CA.



**ANNEXURE-15: TENTATIVE FORMAT OF FINANCIAL: TURNOVER OF THE BIDDER**

{To be submitted by the bidder only on CA Certificate with CA's Registration Number/ Seal.}

To,

The Managing Director (MD),  
RajCOMP Info Services Limited (RISL),  
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

**CERTIFICATE**

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

Sub: Financial Turnover: from IT/ ITeS and Net worth

We have examined the books of accounts and other relevant records of <<Bidder Name >> along with << registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the Financial Annual Turnover from IT/ ITeS for the last five (5) years in India i.e. from FY 2019-20 to FY 2023-24 (as per the lastpublished audited balance sheets), as per details given below:

Financial Information (in INR crores)	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Financial Turnover					
Financial Turnover from IT/ITeS in India					
Financial Net Worth					

(Signature of the Chartered Accountant)

Name:

Designation:

Membership Number:

Date:

Company Seal:

Business Address:





**ANNEXURE-16: PRE-BID QUERIES FORMAT**

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

Name of the Company/Firm: \_\_\_\_\_

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

**Name of Person(s) Representing the Company/ Firm:**

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

**Company/Firm Contacts:**

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

**Query / Clarification Sought (MS Excel Sheet Format):**

S.No.	RFP Page No.	RFP Chapter No.	RFP Clause No.	Clause Details as per RFP	Query/ Clarification	Suggestion/

*Note: - Queries must be strictly submitted in the prescribed format of both Excel (.XLS/ .XLSX/ .ODF) and PDF only with duly seal and sign on each page. Also submit in hard copies with seal and sign. Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee Also, the bidders having purchased the tender/ RFP document will only be responded to i.e. their pre-bid queries will be entertained and responded. Also, the softcopy of the queries (only in MS-Excel Sheet format) should also be submitted through e-mail.*



**ANNEXURE-17: MANUFACTURER’S AUTHORIZATION FORM (MAF)**

(Indicative Format: to be filled by OEM & submitted on OEM’s Letter Head only and must contain the details of Model, serial number, End of support date of relevant products)

To,

The Managing Director,  
RajCOMP Info Services Limited (RISL),  
First Floor, Yojana Bhawan,  
C-Scheme, Jaipur-302016 (Raj.)

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 factories at {addresses of manufacturing location} do hereby authorize {M/s \_\_\_\_\_} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} (hereafter referred as bidder) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

*{OEM will mention the details of all the proposed product(s) with their make/ model.}*

We undertake to provide upfront OEM onsite comprehensive Warranty for the offered Hardware/ Software, as mentioned above, for 3 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 12 months from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 3 years from the date of bid submission.

We hereby confirm that we have direct back-to-back service support agreement with the bidder for the project duration of 3 years as per RFP. DoIT&C/RISL/Bidder/ GoR will be able to log a support ticket directly to our helpdesk to get telephonic/remote support directly from us, as required.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

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

Seal: