RFP for Selection of Third-Party Auditor (TPA) for Rajasthan State Data Center Phase-4, (RSDC P-4), Jhalana, Jaipur and Rajasthan State Disaster Recovery Data Center (RSDRDC), Jodhpur

<table>
<thead>
<tr>
<th>Mode of Bid Submission</th>
<th>Online though eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuring Authority</td>
<td>Chairman cum Managing Director (CMD), RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</td>
</tr>
<tr>
<td>Date &amp; Time of Pre-bid meeting</td>
<td></td>
</tr>
<tr>
<td>Last Date &amp; Time of Submission of Bid</td>
<td></td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical Bid</td>
<td></td>
</tr>
</tbody>
</table>

**Bidding Document Fee: Rs. 10,000 (Rupees Ten Thousand only)**

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

RajCOMP Info Services Limited (RISL)
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)
Phone: 0141-5103902 Fax: 0141-2228701
Web: http://risl.rajasthan.gov.in, Email: manishsharma.doit@rajasthan.gov.in
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### ABBREVIATIONS & DEFINITIONS

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<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto</td>
</tr>
<tr>
<td>Agreed Quarterly payment</td>
<td>It means the total payment due in a quarter towards all services without calculation of penalties and/or LD. (i.e. without considering applicable penalties and/or LD).</td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>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.</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>Bid Security</td>
<td>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.</td>
</tr>
<tr>
<td>Bid/ eBid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format</td>
</tr>
<tr>
<td>Bidder</td>
<td>Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity</td>
</tr>
<tr>
<td>Bidding Document</td>
<td>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</td>
</tr>
<tr>
<td>BoM/BoQ</td>
<td>Bill of Material/Bill of Quantity</td>
</tr>
<tr>
<td>BSDC</td>
<td>Rajasthan State Data Centre Phase-4, Sansthan Path, Jhalana Institutional Area, Jaipur, Rajasthan</td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. CMD, RISL in this bidding document.</td>
</tr>
<tr>
<td>Contract/ Procurement Contract</td>
<td>A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement</td>
</tr>
<tr>
<td>Contract/ Project Period</td>
<td>The Contract/ Project Period shall commence from the date of issue of Work order for a period of 5 Years.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off The Shelf Software</td>
</tr>
<tr>
<td>Day</td>
<td>A calendar day as per GoR/ GoL.</td>
</tr>
<tr>
<td>DCO</td>
<td>Data Center Operator of IT FMS &amp; Operation for State Data Center / Disaster Recovery site.</td>
</tr>
<tr>
<td>DeitY, GoI</td>
<td>Department of Electronics and Information Technology, Government of India</td>
</tr>
<tr>
<td>DoIT&amp;C</td>
<td>Department of Information Technology and Communications, Government of Rajasthan.</td>
</tr>
<tr>
<td>DR Site</td>
<td>Rajasthan State Disaster Recovery Data Center, Mahendra Arora Circle, Jodhpur, Rajasthan</td>
</tr>
<tr>
<td>DRDC</td>
<td>Rajasthan State Disaster Recovery Data Center, Mahendra Arora Circle, Jodhpur, Rajasthan</td>
</tr>
<tr>
<td>ETDC</td>
<td>Electronic Testing &amp; Development Center</td>
</tr>
<tr>
<td>FOR/ FOB</td>
<td>Free on Board or Freight on Board</td>
</tr>
<tr>
<td>Gol/ GoR</td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
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</tr>
<tr>
<td>Goods</td>
<td>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</td>
</tr>
<tr>
<td>GST</td>
<td>Goods and Service Tax</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>IFB</td>
<td>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)</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>ISI</td>
<td>Indian Standards Institution</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organisation for Standardisation</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>IT FMS</td>
<td>System Integrator of IT Facilities Management Service (FMS) and Operation for Data Center / Disaster Recovery site.</td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>LD</td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>NCB</td>
<td>A bidding process in which qualified bidders only from within India are allowed to participate</td>
</tr>
<tr>
<td>NeGP</td>
<td>National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.</td>
</tr>
<tr>
<td>NIB</td>
<td>Notice Inviting Bid</td>
</tr>
<tr>
<td>Notification</td>
<td>A notification published in the Official Gazette</td>
</tr>
<tr>
<td>Non-IT</td>
<td>Related to Cooling, Power, Civil &amp; Electrical, MEP Infrastructure, Works, Utilities Items, Office Area etc.</td>
</tr>
<tr>
<td>Non-IT FMS</td>
<td>System Integrator of Non-IT FMS &amp; Operation for Data Center / DR Site.</td>
</tr>
<tr>
<td>Non-IT FMS &amp; Operation</td>
<td>System Integrator of Non-IT FMS &amp; Operation for Data Center / DR Site.</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PC</td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td>PQ</td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td>Procurement Process</td>
<td>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</td>
</tr>
<tr>
<td>Procurement/ Public Procurement</td>
<td>The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity</td>
</tr>
<tr>
<td><strong>Project Site</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>PSD/ SD</strong></td>
<td>Wherever applicable, means the designated place or places.</td>
</tr>
<tr>
<td><strong>Purchaser/Tendering Authority/Procuring Entity</strong></td>
<td>Performance Security Deposit/Security Deposit</td>
</tr>
<tr>
<td><strong>Purchaser/Tendering Authority/Procuring Entity</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>RajSWAN/ RSWAN</strong></td>
<td>Rajasthan State Wide Area Network</td>
</tr>
<tr>
<td><strong>RISL</strong></td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td><strong>RSDRDC</strong></td>
<td>Rajasthan State Disaster Recovery Data Center, Mahendra Arora Circle, Jodhpur, Rajasthan</td>
</tr>
<tr>
<td><strong>SDC</strong></td>
<td>State Data Center (Rajasthan State Data Center P-4, Jaipur and Rajasthan State Disaster Recovery Data Center, Jodhpur)</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>SI</strong></td>
<td>System Integrator (Other than DCO viz. Firms/Vendors of Hardware &amp; Software for IT and Non-IT Infrastructure.</td>
</tr>
<tr>
<td><strong>SLA</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>State Government</strong></td>
<td>Government of Rajasthan (GoR)</td>
</tr>
<tr>
<td><strong>State Public Procurement Portal</strong></td>
<td><a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a></td>
</tr>
<tr>
<td><strong>STQC</strong></td>
<td>Standardisation Testing and Quality Certification, Govt. of India</td>
</tr>
<tr>
<td><strong>Subject Matter of Procurement</strong></td>
<td>Any item of procurement whether in the form of goods, services or works</td>
</tr>
<tr>
<td><strong>TIN</strong></td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td><strong>TPA</strong></td>
<td>Third Party Auditors</td>
</tr>
<tr>
<td><strong>WO/ PO</strong></td>
<td>Work Order/ Purchase Order</td>
</tr>
</tbody>
</table>
1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

RajCOMP Info Services Ltd.  
(A Government of Rajasthan undertaking)  
email: info.rsi@rajasthan.gov.in  
website: www.rsi.rajasthan.gov.in

INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

RFP File Ref No.: F4.9(728)/RISLTech/2019/2149  
Unique Bid No.: R181920SLOV00051

Name & Address of the Procuring Entity
- Name: Chairman Cum Managing Director (CMD), RISL  
- Address: RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Name & Address of the Project Officer In-charge (POIC)
- Name: Shri Manish Kumar Sharma  
- Designation: ACP (Deputy Director), DoIT&C  
- Address: BSDC, Jhalana Institutional Area, Jaipur (Rajasthan)  
- Email: manishsharma.doit@rajasthan.gov.in

Subject Matter of Procurement
Request For Proposal (RFP) for Selection for Third Party Auditor (TPA) for RSDC P-4, Jhalana Institutional Area, Jaipur and RSDRDC, Jodhpur

Bid Procedure
Single-stage Bidding: two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in

Bid Evaluation Criteria (Selection Method)
- Lowest financially evaluated and technically responsive bidder shall be awarded the Contract
- Bidding Document Fee: Rs.5,000 (Rupees Five Thousand only) in Demand Draft / BC in favour of “Managing Director, RISL” payable at “Jaipur”.
- RISL Processing Fee: Rs. 1,000 (Rupees One Thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.

Estimated Procurement Cost
- Rs. 7 Crores approx. (Rupees Seven Crores Only) excluding taxes, as applicable

Bid Security and Mode of Payment
- Amount (INR): 2% of the Estimated Procurement Cost i.e. 14 Lakhs (Fourteen Lakhs Rupees)
- Mode of Payment: DD or BC or BG (as per format) in favour of “Managing Director, RISL” payable at “Jaipur”.

Period of Sale of Bidding Document (Start/End Date)
- Start Date: 11 March 2020 by 06.00 PM
- End Date: 09 April 2020 by 03.00 PM

Date/Time/Place of Pre-bid Meeting
- Date/Time: 19 March 2020 at 11.00 AM
- Place: RISL Conference Room, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan), India

Pre-bid responses & Final RFP upload on respective websites
- Date/Time: 24 March 2020 at 05.00 PM
- Place: RISL Conference Room, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan), India

Manner, Start/End Date for the submission of Bids
- Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in)
- Start Date: 24 March 2020 by 05.00 PM
- End Date: 09 April 2020 by 03.00 PM

Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee
- Start Date: 11 March 2020
- End Date: 09 April 2020 by 03.00 PM

Date/Time/Place of Technical Bid Opening
- Date: 09 April 2020 by 04.00 PM
- Place: RISL Conference Room, Yojana Bhawan Campus, Tilak
RajCOMP Info Services Ltd.  
(A Government of Rajasthan Undertaking)  
email: info.risl@rajasthan.gov.in  
website: www.risl.rajasthan.gov.in

<table>
<thead>
<tr>
<th>Date/ Time/ Place of Financial Bid Opening</th>
<th>Marg, C-Scheme, Jaipur (Rajasthan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will be intimated later to the Technically qualified bidders</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Validity</th>
<th>90 days from the bid submission deadline</th>
</tr>
</thead>
</table>

Note:
1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIS and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2) * In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to bid submission date and time, its Bid shall not be accepted.
   a. The Banker’s Cheque/ Demand Draft for bidding document fee and Bid Security should be drawn in favour of “Managing Director, RISL” payable at “Jaipur”
   b. The RISL Processing Fee in favour of “Managing Director, RISL” payable at “Jaipur” from any Scheduled Commercial Bank.
3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
5) Bidders are also advised to refer “Bidders Manual Kit” available at e-Procurement website for further details about the e-Tendering process.
6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL/DoIT&C for booking the training slot.
   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address: e-Procurement Cell, RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur
7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
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.
9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10) The provisions of RTPPA Act 2012 and Rules there to 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 there to, the later shall prevail.

(Manish Sharma)  
RajCOMP Info Services Ltd.
2. PROJECT PROFILE & BACKGROUND INFORMATION

RajCOMP Info Services Ltd. (RISL) intends to select Third Party Auditor (TPA) for Rajasthan State Data Centre, Phase-4 (RSDC P4), Jhalana, Jaipur, Rajasthan and Rajasthan State Disaster Recovery Data Center (RSDRDC), Jodhpur, Rajasthan for next five (5) years from the date of Work Order (WO).

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. It needs to develop the core and other supporting infrastructure for sustaining e- Governance initiatives across the State. It was envisioned to “make all 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”.

Keeping in view of above objectives, RISL had set up three subsequent Data Centres 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, to minimize overall cost of Data Management, IT Management and Deployment through use of common infrastructure. All the three Data Centers are integrated and in operation. Details of the present data centres are as below:

<table>
<thead>
<tr>
<th>Phases</th>
<th>Location</th>
<th>Rack Space</th>
<th>Present Data Center Operator</th>
<th>Date of start of operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase – I (Under NEGP)</td>
<td>Rajasthan State Data Center (RSDC P-1), 1st Floor, IT building, Yojana Bhawan, Jaipur, Rajasthan</td>
<td>43</td>
<td>IT &amp; Non-IT FMS: M/s IL&amp;FS Ltd.</td>
<td>27-06-2011</td>
</tr>
<tr>
<td>Phase – III (State Fund)</td>
<td>Rajasthan State Data Center (RSDC P-3), 3rd Floor, Yojana Bhawan, Jaipur, Rajasthan</td>
<td>81</td>
<td>IT &amp; Non-IT FMS: M/s Wipro Ltd.</td>
<td>01-01-2016</td>
</tr>
<tr>
<td>Phase – IV (State Fund)</td>
<td>Rajasthan State Data Center (RSDC), Jhalana Institutional Area, Jaipur, Rajasthan</td>
<td>600</td>
<td>Non-IT FMS: M/s Sterling &amp; Wilson Pvt. Ltd.</td>
<td>06-10-2018</td>
</tr>
<tr>
<td>Phase – V</td>
<td>Rajasthan State Disaster</td>
<td>80</td>
<td>Non-IT FMS:</td>
<td>15-08-2018</td>
</tr>
</tbody>
</table>
All the IT initiatives taken by the State Government are being matured and most of the business processes are being made paperless and are being kept digitally. All the IT services are being provided and maintained from the above Data Centres as primary resource i.e. 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 was 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 strikes 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 was required 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. Therefore, the Department of Information Technology established a Rajasthan State Disaster Recovery Data Center (RSDRDC) at Jodhpur, Rajasthan.

In the Compliance of Budget proclamation of Hon’ble Chief Minister, a new State Data Centre named as Rajasthan State Data Centre, Phase-4 has been constructed at Sansthan Path, Institutional area, Jaipur with housing 600 Racks to host applications on a common infrastructure leading to ease of integration and efficient management and a DR Site is operational at Jodhpur with housing 80 Racks for IT related infrastructure recovery and continuity. Both the Data Centres are made operational.

The State Government had set up Data Centres 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**: To cater to the needs of application hosting at the State, an initial compute infrastructure consisting of web, application and database servers with different flavours of OS & database software’s has been provisioned in the SDC.
- **Storage Infrastructure**: Centralized storage with flexible and secure configuration is available in the SDC including backup facilities. The same shall be leveraged by different line departments for their data storage requirements in shared manner.
- **Network and Security Infrastructure**: Core network infrastructure that is required for Data Centre has been provided at SDC through SECLAN/RJSWAN/RajNET to meet the basic needs of the State Data Center.

Government of Rajasthan has taken various IT initiatives to automate the processes of various Departments and required resource were placed at the Data Centres. The State Government has initiated number of new ICT projects viz. Jan Aadhar Yojana, RajSampark, RajNET, SecLAN, RajSWAN, Video Conferencing, GIS, RajVault, RajMegh & Single Sign On etc.
As a part of the SDC Scheme and requirement, an independent Audit of the Data Centre infrastructure, Operations and management, processes, Security and Service Level Agreements of the SDC within the provisions of the contract between with Data Centre Operator & the SIA/RISL is required. This shall be done by appointing an independent TPA (Third Party Audit Agency) for Rajasthan State Data Centre, Phase-4, Jhalana, Jaipur and Rajasthan State Disaster Recovery Data Center (RSDRDC) Jodhpur

To have better understanding of the scope of the work the agency would need to

- Study the RFP of RSDC P-4, Jhalana, Jaipur & RSDRDC, Jodhpur and the contract signed between the DoIT&C/RISL and System Integrator for SDC implementation, the respective MoUs signed and the implementation process for State Data Centre at the State.
- Understand the Roles and Responsibilities of various stakeholders such as DoIT&C/RISL, Data Centre Operator, Users and Departments etc.
- Study the SLA’s between different stakeholders.
- Review of Mock Drill and provide concern reports with suggestions on time to time basis for IT and Non-IT operations from respective DCO and Non-IT FMS.
- Study the proposal of engaged Data Centre Operator with the DoIT&C/RISL to understand its offering and SLA commitments.

Tendering Authority through this RFP is inviting for the proposals from eligible organizations to carry out periodic Third-Party Audit activities at Rajasthan State Data Centre, Phase-4, Jhalana, Jaipur and Rajasthan State Disaster Recovery Data Center (RSDRDC) Jodhpur for a period of 5 years from the date of work order (WO).

For all purposes in the document, the term “Data Centre Operator (DCO)” will be referred to as the entity responsible for the providing IT FMS services to the Rajasthan State Data Centre, Phase-4, Jhalana, Jaipur and Rajasthan State Disaster Recovery Data Center (RSDRDC) Jodhpur for the entire project period. Non-IT-FMS-DC and Non-IT-FMS-DR will be referred to as the entity responsible for the providing Non-IT FMS services at RSDC-P-4 Jaipur and RSDRDC (DR site) Jodhpur respectively.

For all purposes in the document, the term “Third Party Auditor (TPA)” will be referred to as the entity responsible for the third-party audit activities at Rajasthan State Data Centre, Phase-4, Jhalana, Jaipur and Rajasthan State Disaster Recovery Data Center (RSDRDC) Jodhpur.
3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

1) Pre-Qualification Criteria

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The bidders should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; 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</td>
<td>- Copy of valid Registration Certificates - Copy of Certificates of incorporation</td>
</tr>
<tr>
<td>2</td>
<td>Financial: Turnover from IT/ITeS</td>
<td>Average Annual Turnover of the bidder from IT/ITeS during the last five (5) financial years, i.e., from 2014-15 to 2018-2019 (as per the last published audited balance sheets), should be at least Rs. 50 Crores AND An aggregated turnover of at least Rs. 25 Crores from IT Audit Services in India from the last five (5) financial years i.e. 2014-15 to 2018-19</td>
<td>CA Certificate with CA’s Registration Number and Seal as per Annexure-16</td>
</tr>
<tr>
<td>3</td>
<td>Financial: Net Worth</td>
<td>The net worth of the bidder, as on 31st March 2019, should be Positive.</td>
<td>CA Certificate with CA’s Registration Number and Seal as per Annexure-16</td>
</tr>
<tr>
<td>4</td>
<td>Tax registration</td>
<td>The bidder should have a registered number of i. GST where his business is located ii. Income Tax / PAN number.</td>
<td>Copies of relevant certificates of registration</td>
</tr>
<tr>
<td>5</td>
<td>Mandatory Undertaking</td>
<td>Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs</td>
<td>Self-Certification by the authorized signatory as per Annexure-5: Self-Declaration</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td>-------</td>
<td>------------------</td>
<td>-----------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td></td>
<td>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;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</td>
<td></td>
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<tr>
<td></td>
<td>d) comply with the code of integrity as specified in the bidding document.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) The bidder should be an individual organization. Consortium shall not be allowed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>f) The bidder would undertake not to sub-contract/outsolve any part of the work defined for TPA. A declaration to the effect including no use of outsourced agencies for providing manpower to be submitted by the authorized signatory.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>g) The bidder should be an individual organization. Consortium shall not be allowed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>h) The bidder would not sub-contract/outsolve/ sub-let, any or entire part, for which bidder should provide the undertaking / certificate as given in Bid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Relevant Business Experience</td>
<td>The bidder should have done audits as TPA in continuation for IT &amp; Non-IT (both) works for at-least three (3) years in Government owned State/ National Data Center in India.</td>
<td>References of work orders with name, address, contact person, and contact No, e-mail address, value of work order and period of IT Audit Services for Data Centres of the clients,</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------</td>
<td>----------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>7.</td>
<td>Experience in providing IT Audit Services</td>
<td>The bidder must have successfully completed/ongoing at least three (3) projects of IT Auditing with audit fees of not less than Rs. 1 Crore each in the financial years i.e., from 2014-15 to 2018-2019. (Work order date shall be on or after 1st April 2014) <strong>Note:</strong> Projects executed with in the agency’s own company, group of companies, Joint Venture companies shall not be considered.</td>
<td>Annexure-14 per project reference And Work / Phase Completion Certificates from the client. OR Work / Phase Completion Details certified from the CA.</td>
</tr>
</tbody>
</table>
| 8.    | Certifications   | The bidder must possess, these certificates from at least 3 years at the time of bidding, a valid  
- ISO 9001:2008 or latest  
- ISO 27001:2013 | Copy of a valid certificate. |
| 9.    | Manpower Strength-I | The bidder must have at least 100 full time technically qualified personnel on its company payroll in the area of Information technology specifically in the areas of IT Audit/Data Center Audit/IT Infrastructure SLA Audit & Monitoring for IT related projects including IT Infrastructure, IT Security etc. as on date of bid submission. | Self-Certification by the authorized signatory with clear declaration of staff – year wise, level/designation wise as per Annexure-17 |
| 10.   | Manpower Strength-II | The bidder must have at least certified 5 resources for each certification mentioned below:  
1. CISA  
2. CISSP  
5. CDCP / ATD | Self-Certification by the authorized signatory as per Annexure-18 and HR department along with list of resources |

**Note:**

a) The bidder has to submit supporting documents as evidences to fulfil the eligibility criteria for making evaluation by the Tendering Authority. During the bid evaluation stage, the Tendering Authority may request for clarification (if required).

b) Current DCOs (Data Center Operators) and Non-IT FMS of Rajasthan State Data Center for IT and Non-IT Operations and FMS will not be participate in this bid due to conflict of interest.
2) Technical Evaluation Criteria

Only bidders who meet all the pre-qualification criteria shall be evaluated for the Technical evaluation.

In order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders and shall award points to the bidders on the basis of the following:

The following criteria have to be fulfilled by bidders and shall be used to evaluate the technical bids:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Technical Evaluation Criteria</th>
<th>Maximum Marks</th>
<th>Formats to be filled for compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Overall Experience /Organization Strength</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Audit Experience</td>
<td>12</td>
<td>Schedule A as per “ANNEXURE-15”</td>
</tr>
</tbody>
</table>
| a)     | SLA Audit/ Data Center Audit experience for IT Projects with Government/ PSU/ NGO in terms of number of completed/ ongoing assignments/ projects in last five (5) years with a minimum order value of Rs. 50 Lakhs would be evaluated based on following parameters

Bidder with maximum numbers of projects (maximum capped to 3 projects) shall be awarded full 6 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.

| b)     | Security Audit/ Security Compliance Audit experience with Government/ PSU/ NGO in terms of number of completed/ ongoing assignments/ projects in last five years with a minimum order value of Rs. 50 Lakhs would be evaluated based on following parameters

Bidder with maximum numbers of projects (maximum capped to 3 projects) shall be awarded full 6 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.

| 2.     | Turnover and IT Audit Business                             | 10            |                                    |
| a)     | Average turnover from IT/ITeS of the agency in the last five (5) financial years i.e. 2014-2015 to 2018-19

>= 50 and < 75 Crores 3 marks
>= 75 and < 100 Crores 4 marks
>= 100 Crores 5 marks

| b)     | An Aggregated turnover from IT Audit services in India in last five (5) three financial years i.e. 2014-15 to 2018-19 |

5
### Technical Evaluation Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Technical Evaluation Criteria</th>
<th>Maximum Marks</th>
<th>Formats to be filled for compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;= 25 and 37.50 &lt; Crores</td>
<td>3 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;= 37.50 and &lt; 50 Crores</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;= 50 Crores</td>
<td>5 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Total number of technically qualified personnel on its payrolls in the areas of IT audit/Data Center audit/IT infrastructure SLA audit &amp; monitoring for IT related projects including IT infrastructure, IT security etc. Would be evaluated.</td>
<td>6</td>
<td>Schedule C Valid HR Certificate as per “ANNEXURE-17”</td>
<td></td>
</tr>
<tr>
<td>&gt;= 100 and &lt;150</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;= 150 and &lt;200</td>
<td>5 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;= 200</td>
<td>6 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Total number of Certified Professionals</td>
<td>20</td>
<td></td>
<td>Schedule D Valid HR Certificate as per “ANNEXURE-18”</td>
</tr>
<tr>
<td>a) CISA</td>
<td>- 4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=5 and &lt;10</td>
<td>1 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=10 and &lt;=15</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=15 and &lt;=20</td>
<td>3 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=20</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) CISSP-</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=5 and &lt;10</td>
<td>1 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=10 and &lt;=15</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=15 and &lt;=20</td>
<td>3 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=20</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Lead Auditor for ISMS ISO/IEC 27001: 2013-</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=5 and &lt;10</td>
<td>1 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=10 and &lt;=15</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=15 and &lt;=20</td>
<td>3 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=20</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Lead Auditor for ISO/IEC 20000: 2011 -</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=5 and &lt;10</td>
<td>1 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=10 and &lt;=15</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=15 and &lt;=20</td>
<td>3 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=20</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) CDCP / ATD -</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=5 and &lt;10</td>
<td>1 marks</td>
<td></td>
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<tr>
<td>&gt;=10 and &lt;=15</td>
<td>2 marks</td>
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<tr>
<td>&gt;=15 and &lt;=20</td>
<td>3 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;=20</td>
<td>4 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Office in Rajasthan State</td>
<td>2</td>
<td></td>
<td>as per “ANNEXURE-3”</td>
</tr>
</tbody>
</table>

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The evaluation committee shall invite the bidders to make a presentation to the purchaser at a date, time and location notified by RISL. The purpose of such presentation would be to allow the bidders to present their technical proposal, approach and methodology and quality of the professional proposed to the committee and other key points in their proposal.

The evaluation committee may require verbal/written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify the ambiguities and uncertainties arising out of the evaluation of the bid documents. Verbal clarifications provide the opportunity for the committee to state its requirement clearly and for the bidder to more clearly state its proposal. The committee seek inputs from their professionals, technical faculties in the evaluation process.

Each technical bid will be assigned a technical score out of a minimum of 100 marks as per the aforesaid Technical evaluation criteria table. Bidders who score a technical score of 70% and above with a minimum of 60% marks in each of the two sections (A and B) of the Technical Evaluation Criteria will qualify for the financial bid opening and evaluation.
4. SCOPE OF WORK, DELIVERABLES & TIMELINES

The broad objective of having TPA is to ensure that:

- The Data Centre operations and management control processes are adequate and functioning as intended.
- Administrative control of data and its confidentiality, security and privacy is with the State Government de-jure and de-facto.
- Significant financial, managerial, and operating information is accurate, reliable, and timely.
- Interaction with the various stakeholders occurs as needed.
- Risks are appropriately identified and managed.
- The Data Centre Operator’s (DCO’s) actions are in compliance with laid down policies, standards, procedures, and applicable laws and regulations.
- Quality and continuous improvement are fostered in the SDC operations and management processes.
- Opportunities for improving the processes, policies, standards, administrative and management control, and the data centres buy-in for the line department may be identified during audits. They will have to be communicated to the DoIT&C/RISL.
- To monitor the Service Level Agreement (SLA) as per terms and conditions of the RFP and/or contract of the State Data Centre for IT/Non-IT Operation for the entire duration of RFP/Work Order of concern Selected Bidder.
- To conduct security and compliance audit of the State Data Centre (SDC).
- To ensure preparedness of state for business continuity & disaster recovery.
- To review in the exit management process of selected bidder of Data center.
- To assist the department for various ISO certifications.
- To assist the department in implementation of best practices of data center standards with regard to IT and Non-IT operations.

1) DETAILS OF WORK (SOW)

The core objective for TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the DCO and Non-IT FMS & Operation and add value to improve the State Data Centre overall operations. It helps the State accomplish the State Data Centre objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes. The third-party audit agency (TPA) will audit the implementation, operations and management, security and compliance with standards and processes of the State Data Center. The audit report prepared by TPA shall form the basis for payments to the DCO and Non-IT FMS & Operation during the operations phase.

The following audit works & activities have to be performed by the selected Third-Party Auditor (TPA)
A. Audit Works for IT Infrastructure
B. Audit Works for Non-IT Infrastructure

This section describes the broad scope of work and deliverables that the TPA shall carry out for a period of five years from the date of appointment by the State.
A. Audit Works for IT Infrastructure

1. Audit Framework Design
2. State Data Centre IT Infrastructure Audit
3. Operations and Management Process and Control Audit
4. SLA Monitoring Audit
5. Security and Compliance Audit
6. Network Audit

A.1 Audit Framework Design

To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology in discussion with the State and would need to study the proposal of engaged Data Centre Operator with the State to understand its offering and SLA commitments. Also, the agency would need to study the contract signed between the DoIT&C/RISL and Data Center Operator (DCO) for SDC implementation, the respective MoUs signed and the implementation process for State Data Centre at the State. After its study, the TPA would, but not limited to:

a. Create a framework and procedure for carrying out the audit. In cases of significant non-compliance, establish a mechanism to resolve audit observations.
b. Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
c. Prepare annual audit plan including stated audit areas and controls.

A.2 State Data Centre IT Infrastructure Audit

The following major activities have to be performed, but not limited to:

a. TPA shall undertake audit for IT Infrastructure with related hardware, software & licenses including verification of completeness of inventory and asset bill of material for the State Data Centre.
b. TPA would define and audit the control points for inventory audit at the State Data Centre in
the State.
c. TPA shall appraise the State/UT about the health of the components through reports indicating the capacity utilization and corresponding scalability requirements.
d. TPA would review DCO processes to monitor optimum utilization of infrastructure of IT Assets, License and Warranty / AMC details.
e. TPA shall audit the consumables within the SDC such as Services and Bandwidth Cost etc.
f. TPA audit shall include recommendations to the DoIT&C/RISL for capacity planning and upgrades as per the requirements of the State.
g. TPA shall also cover obsolescence of the IT Infrastructure as per the policy defined by the State. The audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade/refresh of infrastructure components and plan for disposal of obsolete infrastructure components.

A.3 Operations and Management Process and Control Audit
The following major activities have to be performed, but not limited to:
a. The TPA would audit the overall IT infrastructure management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services and provide recommendations to the DoIT&C/RISL.
b. It would review and analyse the services provided through SDC and its delivery mechanisms to different line departments & post analysis of the same, would submit a report with recommendations to the DoIT&C/RISL. It would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for SDC operation and maintenance.
c. The TPA would review and analyse documentation prepared by DCO related to the IT FMS related to the Operation and Maintenances of each and every components of SDC, Such as but not limited to Racks Servers, Blade Servers, Network Devices, Racks, Firewalls, Switches, Security devices, IT Hardware etc.
d. Audit the capacity & utilization plan developed by the Date center Operator (DCO)/System Integrator (SI) and identify gaps.
e. Audit the exit process for the DCO/System integrator with keeping the transition processes and timelines in mind suggest improvements in the best interest of the project.
f. TPA would assess the required policies; procedures document as per leading industry practices and apprise department in case of absence of document with DCO.
g. TPA would be responsible for the review of the prepared policies/documents by IT FMS for Data Center IT infrastructure system, and highlight gaps, if any.
h. TPA would also audit the process & controls followed by the DCO/SI in order to ensure smooth & seamless integration of SDC with other projects like SecLAN, RajSWAN, RajNET, RajVC, RajWiFi, RajMegh and Command and Control Center, etc.

A.4 SLA Monitoring Audit
The TPA would perform SLA audit every quarter to review and monitor the performance with reference to the SLA between DCO/SI and the State Implementing Agency (SIA)/RISL including audit the services (such as call resolution etc.) and overall uptime of data centre. Subsequently, TPA would carry out the
following tasks, but not limited to:

a. TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA. These parameters shall be checked with random performance indicator against each parameter as reflected in the EMS/BMS/DCIM being used to monitor the services. TPA shall collate the results in a report and submit to the DoIT&C/RISL.

b. TPA shall also review the configuration/deployment parameters of the EMS/BMS/DCIM against the configuration report submitted earlier to the DoIT&C/RISL and examine the process followed to generate the reports.

c. TPA shall proactively convey to the stakeholders any concerns based on the configuration of or information generated through EMS/BMS/DCIM.

d. TPA shall review the SLA performance on a quarterly basis and compute penalty for SLA non-compliance on the quarterly payment to be paid to the DCO in line with the agreed SLAs and payment terms & conditions.

e. TPA audit would also verify the parameters of the SLA, which cannot be monitored using BMS/EMS/DCIM.

f. TPA shall review the helpdesk procedures established by the DCO and submit a Quarterly Report with recommendations to the DoIT&C/RISL. Helpdesk has been implemented by DCO in line with ITIL leading practices for service delivery and must necessarily be integrated with the EMS for ensuring 360° functionality including monitoring and managing.

A.5 Security and compliance Audit

a. TPA shall perform security audit of the SDC as per the Guidelines issued by the Department of IT, Govt. of India and CERT-IN, review the information security policy, and provide recommendations to the DoIT&C/RISL so as to ensure integrity, confidentiality and availability of information and resources.

b. TPA would review the security measures followed by the Data Centre Operator to ensure that the application is free of vulnerabilities at the time of hosting.

c. TPA shall conduct the vulnerability assessment & penetration testing on the identified components and share the results with DoIT&C/RISL and required tools to be brought by TPA.

d. TPA shall conduct Internal Audits of ISMS as per the requirements of ISO 27001 and conduct internal audits for Security.

e. Review of Mock Drill and provide concern reports with suggestions on time to time basis for IT Operations from respective DCO.

A.6 Network Audit

a. TPA shall use industry recognized tools to scan the network of SDC to determine problem areas of network and prepare a comprehensive report detailing overall health and design of network.

b. TPA shall perform configuration audit of networking equipment’s installed in the data center like Firewall, Router, IPS/IDS, Switch etc. and provide recommendations to DoIT&C and RISL for performance improvement.

c. TPA shall perform network optimization assessment focused on “Pain point’s” communicated by DoIT&C/RISL/DCO.
B. Audit Work for Non-IT Infrastructure

1. Audit Framework Design
2. State Data Centre Non-IT Infrastructure Audit
3. Operations and Management Process and Control Audit
4. SLA Monitoring Audit
5. Security and Compliance Audit

B.1 Audit Framework Design
To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology in discussion with the State and would need to study the proposal of engaged Non-IT FMS & Operation with the State to understand its offering and SLA commitments. Also, the agency would need to study the contract signed between the DoIT&C/RISL and Non-IT FMS for SDC implementation, the respective MoUs signed and the implementation process for State Data Centre at the State. After its study, the TPA would

a. Create a framework and procedure for carrying out the audit for Non-IT Infrastructure & Utilities Items. In cases of significant non-compliance, establish a mechanism to resolve audit observations.

b. Prepare various templates required to be filled in by the various stakeholders involved in the audit process.

c. Prepare annual audit plan including stated audit areas and controls.

B.2 State Data Centre Non-IT Infrastructure Audit
The following major activities have to be performed:

a. TPA shall undertake audit for Non-IT Infrastructure & Utilities Items with related hardware, software & licenses including verification of completeness of inventory and asset bill of material for the State Data Centre.

b. TPA would define and audit the control points for inventory audit at the State Data Centre in the State.

c. TPA shall appraise the State/UT about the health of the components through reports indicating the capacity utilization and corresponding scalability requirements.

d. TPA would review Non-IT FMS processes to monitor optimum utilization of infrastructure of Non-IT Assets, Utilities Items, License and Warranty / AMC details.

e. TPA shall audit the consumables within the SDC such as Cooling, Power, Electricity, Diesel, Water, Meter reading (Water, Electric kWh, BTU) and MEP Services etc.

f. TPA audit shall include recommendations to the DoIT&C/RISL for capacity planning and upgrades as per the requirements of the State.

g. TPA shall also cover obsolescence of the Non-IT Infrastructure & Utilities Items as per the policy defined by the State. The audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade / refresh of infrastructure components and plan for disposal of obsolete infrastructure components.
B.3 Operations and Management Process and Control Audit

The following major activities have to be performed:

a. The TPA would audit the overall Non-IT infrastructure & Utilities Items management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services and provide recommendations to the DoIT&C/RISL.

b. It would review and analyse the services provided through SDC and its delivery mechanisms to different line departments & post analysis of the same, would submit a report with recommendations to the DoIT&C/RISL. It would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for SDC operation and maintenance.


d. Audit the capacity & utilization plan developed by the Non-IT FMS for Non-IT FMS & Operation and identify gaps.

e. Audit the exit process for the Non-IT FMS/System integrator with keeping the transition processes and timelines in mind suggest improvements in the best interest of the project.

f. TPA would assess the required policies; procedures document as per leading industry practices and apprise department in case of absence of document with Non-IT FMS.

g. TPA would be responsible for the review of the prepared policies/ documents by Non-IT FMS for Data Center Non-IT infrastructure & Utilities Items System, and highlight gaps, if any.

B.4 SLA Monitoring Audit

The TPA would perform SLA audit every quarter to review and monitor the performance with reference to the SLA between Non-IT FMS/SI (System Integrator) and the State Implementing Agency (SIA)/RISL including audit the services (such as call resolution etc.) and overall uptime of data centre. Subsequently, TPA would carry out the following tasks but not limited to:

a. TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA. These parameters shall be checked with random performance indicator against each parameter as reflected in the EMS/BMS/DCIM being used to monitor the services. TPA shall collate the results in a report and submit to the DoIT&C/RISL.

b. TPA shall also review the configuration/deployment parameters of the EMS/BMS/DCIM
against the configuration report submitted earlier to the DoIT&C/RISL and examine the process followed to generate the reports.

c. TPA shall proactively convey to the stakeholders any concerns based on the configuration of or information generated through EMS/BMS/DCIM.

d. TPA shall review the SLA performance on a quarterly basis and compute penalty for SLA non-compliance on the quarterly payment to be paid to the Non-IT FMS in line with the agreed SLAs and payment terms & conditions.

e. TPA audit would also verify the parameters of the SLA, which cannot be monitored using BMS/EMS/DCIM.

f. TPA shall review the helpdesk procedures established by the Non-IT FMS and submit a Quarterly Report with recommendations to the DoIT&C/RISL. Helpdesk has been implemented by Non-IT FMS in line with ITIL leading practices for service delivery and must necessarily be integrated with the BMS/DCIM for ensuring 360° functionality including monitoring and managing.

B.5 Security and compliance Audit

a. TPA shall perform security audit of the SDC as per the Guidelines issued by the Department of IT, Govt. of India, review the security policy, and provide recommendations to the DoIT&C/RISL so as to ensure integrity, confidentiality and availability of information and resources.

b. TPA shall conduct Internal Audits of ISMS as per the requirements of ISO 27001 and conduct internal audits for Security.

c. Review of Mock Drill and provide concern reports with suggestions on time to time basis for Non-IT operations from respective Non-IT FMS.

d. TPA shall review physical security environment including but not limited to Vehicle Scanner, Biometric Scanner, Surveillance (Internal & External), Boom Barrier, X-Ray Baggage Scanner, DFMD (Door Frame Metal Detector), CCTV System, Access Control System & Entry Registers etc. and also provide reports with findings on regular basis.

2) ROLES & RESPONSIBILITIES OF STAKEHOLDERS/ SI

a. State Implementing Agency (SIA)/RISL: The State government has appointed RISL as SIA to implement and manage the SDC. The TPA shall be responsible and accountable to the SIA/RISL for all its deliverables in the State. A composite team with key professionals from NIC, DoIT&C, SIA(RISL) and domain experts from hired agency would be formed which will be responsible for operations and management of SDC. SIA/RISL will provide necessary documents related to selected TPA like RFP documents, Agreements, SLA terms and conditions etc.

b. Data Centre Operator (DCO): The DCO is responsible for implementation as well as operations and management of the Data Centre as per laid down requirements by the State over a period as defined in RFP and would be required to adhere to the solution proposed by them and Service Level Agreements (SLA) committed to the State. The payment for Operations and management of SDC is solely linked to the SLA and the penalties (if any) would be imposed on the DCO accordingly. The TPA shall be monitoring the SLAs as per the contract between SIA/RISL and DCO and would report non-compliances, adherences etc.
DCO will deploy SLA Management Tools as provisioned in RFP. Tools should be equipped with adequate licenses. DCO will provide concern reports and relevant data to the TPA. TPA have all rights to check concern reports and relevant data with respective Project Manager of DCO on random basis at any time for verification with same SLA Management Dashboard.

Any relevant documentation required to perform above Services such as logs, reports, system documentation, procedures should be made available to the TPA. Make available in a timely manner all relevant documentation and ensure access to relevant staff and management.

c. **Non-IT FMS:** The Non-IT FMS for RSDC P-4 and RSDRDC, are responsible for design, supply, implementation as well as Non-IT operations and management of the Data Centre as per laid down requirements by the State over a period as defined in RFP and would be required to adhere to the solution proposed by them and Service Level Agreements (SLA) committed to the State. The payment for Operations and management of SDC is solely linked to the SLA and the penalties (if any) would be imposed on the Non-IT FMS accordingly. The TPA shall be monitoring the SLAs as per the contract between SIA/RISL and Non-IT FMS and would report non-compliances, adherences etc.

Non-IT FMS will deploy SLA Management Tools as provisioned in RFP. Tools should be equipped with adequate licenses. Non-IT FMS will provide concern reports and relevant data to the TPA. TPA have all rights to check concern reports and relevant data with respective Project Manager of Non-IT FMS on random basis at any time for verification with same SLA Management Dashboard.

Any relevant documentation required to perform above Services such as logs, reports, system documentation, procedures should be made available to the TPA. Make available in a timely manner all relevant documentation and ensure access to relevant staff and management.

d. **STQC:** RISL may hire services of STQC to assess the processes and practices adopted by the TPA at an interval of 6 months to ensure that various required & proposed audit parameters & frameworks, various quality characteristics including information security management, basic design practices (TIA 942/ Uptime Institute), Non-IT and IT service Management (SLA Management) etc are being adhered, regularly monitored and are satisfactory.

e. **Composite Team:** The State, NIC, SIA and domain experts from hired agency together shall form a composite team for the State Data Centre which shall further be supported by domain specialists and staff of IT FMS team, i.e. Data center manager, database administrator, system administrator etc. for overall operations and management of the Data Centre. The composite team shall be responsible for overall operations and management of the State Data Centre in the State supported by the team of Data Centre Operator.

f. **Third Party Auditor**

The TPA shall be responsible to audit the implementation, operations and management, security and compliance with standards, best practices and processes of the State Data Center. The audit report prepared by TPA shall form the basis for payments to the DCO and Non-IT FMS team.
during the O&M phase. Any tool for VA and penetration testing, desktop/laptop and any logistics requirements would need to be arranged by TPA.

To have better understanding of the scope of work the TPA would need to

i. Study the SDC RFP and the contract signed between the State & DCO and the State & Non-IT FMS for SDC implementation, the respective MoUs signed and the implementation process for State Data Centre at the State.

ii. Study the SDC policy guidelines, architecture, design and the services envisaged, processes, helpdesk procedures and security policy of the data centre and provide suggestion according to best market/data center praticies.

iii. Understand the roles and responsibilities of various stakeholders such as State Implementing Agency, RISL, Data Centre Operator, user department etc.

iv. Study the SLA”s between different stakeholders.

v. Study the proposal of engaged Data Centre Operator with the State to understand its offering and SLA commitments.

vi. Review of Mock Drill and provide concern reports with suggestions on time to time basis for IT and Non-IT operations from respective DCO and Non-IT FMS.

3) PROJECT DELIVERABLES, MILESTONES & TIME SCHEDULE

A. For IT Infrastructure

<table>
<thead>
<tr>
<th>S. No</th>
<th>Audit Area</th>
<th>Deliverables for RSDC P-4 Jaipur &amp; RSDRDC Jodhpur</th>
</tr>
</thead>
</table>
| 1.    | Audit Framework          | Audit framework, Audit plan, related procedures and templates incorporating following but not limited to:
|       | Design                   |                                                                                                                    |
|       |                          | Audit and Assessment Framework for specified audit areas incorporating following but not limited to:
|       |                          |   • Audit Assessment parameters based on ISO 20000, ISO 27000, ITIL Standards, State policies and guidelines.
|       |                          |   • Tabulation of measurable parameters for SLA Audit.
|       |                          |   • Ensure mapping of the SLA conditions and limits onto EMS/NMS/DCIM/BMS etc.
|       |                          |   • Review of processes of interaction between DCO, State and User departments. Template for reports to be submitted by the SDC Operator to TPA on a regular basis.
|       |                          |   • Also make sure that EMS/NMS/BMS/DCIM etc. reports are not modified.
|       |                          | Periodicity: Once (Subject to annual review) every year it would be reviewed internally and need to be updated for new checkpoints etc. Report should be submitted with one month for review. |
| 2.    | SDC                      | Inventory audit report including executive Periodicity: Quarterly                                                                 |

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<table>
<thead>
<tr>
<th>S. No</th>
<th>Audit Area</th>
<th>Deliverables for RSDC P-4 Jaipur &amp; RSDRDC Jodhpur</th>
<th>Periodicity</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Infrastructure Audit</td>
<td>summary, checklist and compliance including but not limited to IT Infrastructure.</td>
<td>(Within 15 days from the end of respective quarter, after receive the concerned data from DCO)</td>
</tr>
<tr>
<td>2.</td>
<td>Operations and Management Process and Control for IT Audit</td>
<td>Audit report including but not limited to following checkpoints related to processes followed by the DCO for its Data Centre Management deliverables: Data Centre Management Team, Skills, Facility Management Procedures, IT Infrastructure Operations – Hardware, Software, FMS, Backup procedures, Antivirus measures, Trainings, Network and Security Administration, Performance Monitoring, Capacity Utilization, Web Security, Cloud Security, Documentation related to Applications hosted from various departments etc.</td>
<td>Quarterly (Within 15 days from the end of respective quarter, after receive the concerned data from DCO)</td>
</tr>
<tr>
<td>3.</td>
<td>SLA Audit</td>
<td>Quarterly SLA Audit Report:</td>
<td>Quarterly (within 15 days from the submission of DCO quarterly SLA report, after receive the concerned data from DCO)</td>
</tr>
<tr>
<td>4.</td>
<td>Security and Compliance Audit</td>
<td>Security Audit reports including but not limited to following checkpoints/controls: * Vulnerability Assessment and Penetration Testing (VA &amp; PT). The Final Report with Executive Summary should include: o Identification of Vulnerabilities, o Evaluation of Potential Risks, o Prioritization of Risks, o Estimated Cost to affect remedies (VA/PT tools should be non-intrusive and non-destructive. The tool, test schedule and potential impact to be approved by DoIT&amp;C/RISL before deployment). o Compliance to SDC Policy Guidelines.</td>
<td>Half Yearly (Within 15 days from the end of respective half year, after receive the concerned data from DCO)</td>
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### Deliverables for RSDC P-4 Jaipur & RSDRDC Jodhpur

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<th>Audit Area</th>
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<th>Periodicity</th>
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<tr>
<td></td>
<td>Compliance of Security Policy Guidelines.</td>
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<td></td>
<td>Internal ISMS Audit in compliance to ISO 27001 Standard</td>
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<td>Validating the backup and restore in conjunction with the data center operator.</td>
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<td>b. Recommendations to DoIT&amp;C and RISL for performance improvement.</td>
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<td>c. Network optimization assessment report.</td>
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<td>TPA would be responsible for periodic reports preparation which will be sent to the DoIT&amp;C/RISL in prescribed formats from time to time for information, but not limited to following reports:</td>
<td>Quarterly</td>
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<td>• Preventive Maintenance Report</td>
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<td>• Corrective Maintenance Reports</td>
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<td>• Incident Reports</td>
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<td>• Data Center Uptime calculated for each equipment/device</td>
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<td>• Manpower Report on basis of availability, Shift roster, eligibility criteria compliance, manpower change or exit</td>
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<td>Reporting</td>
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<td>7.</td>
<td>Audit Framework Design</td>
<td>Audit framework, Audit plan, related procedures and templates incorporating following but not limited to:</td>
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<td></td>
<td></td>
<td>Audit and Assessment Framework for specified audit areas incorporating following but not limited to:</td>
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<td>• Audit Assessment parameters based on ISO 20000, ISO 27000, ITIL Standards, State policies and guidelines.</td>
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<td>• Tabulation of measurable parameters for SLA Audit.</td>
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<td>• Ensure mapping of the SLA conditions and limits onto EMS/NMS/DCIM/BMS etc.</td>
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### B. For Non-IT Infrastructure

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<th>S. No</th>
<th>Audit Area</th>
<th>Deliverables</th>
<th>Periodicity</th>
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<tbody>
<tr>
<td>1.</td>
<td>Audit Framework Design</td>
<td>Audit framework, Audit plan, related procedures and templates incorporating following but not limited to:</td>
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<td></td>
<td>Audit and Assessment Framework for specified audit areas incorporating following but not limited to:</td>
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<td>• Tabulation of measurable parameters for SLA Audit.</td>
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<td>• Ensure mapping of the SLA conditions and limits onto EMS/NMS/DCIM/BMS etc.</td>
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<td>(Subject to annual review) every year it would be reviewed internally and need to be updated for new checkpoints etc. Report should be submitted with one month for review.</td>
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<tr>
<td>S. No</td>
<td>Audit Area</td>
<td>Deliverables for RSDC P-4 Jaipur &amp; RSDRDC Jodhpur</td>
<td>Periodicity</td>
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<tr>
<td>2.</td>
<td>SDC Infrastructure Audit</td>
<td>Inventory audit report including executive summary, checklist and compliance including but not limited to Non-IT Infrastructure.</td>
<td>Quarterly</td>
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<td>(Within 15 days from the end of respective quarter, after receive the concerned data from Non-IT FMS)</td>
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<td>3.</td>
<td>Operations and Management Process and Control</td>
<td>Audit report including but not limited to following checkpoints related to processes followed by the DCO for its Data Centre Management deliverables: Data Centre Management Team, Skills, Facility Management Services, Change Management Procedures, Non-IT Infrastructure Operations – Hardware, Software, FMS, MEP Services, Cooling, Power, Electricity, Diesel, Water consumption, Backup procedures, Trainings, Security &amp; Surveillance Administration, Performance Monitoring, Capacity Utilization, Physical Security, Documentation related to Non-IT Operation etc.</td>
<td>Quarterly</td>
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<td>(Within 15 days from the end of respective quarter, after receive the concerned data from Non-IT FMS)</td>
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<td>4.</td>
<td>SLA Audit</td>
<td>Quarterly SLA Audit Report:</td>
<td>Quarterly</td>
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<td>The Audit report should include all the SLA parameters as agreed by the Non-IT FMS, its conformance / deviation to the SLA and recommend penalties for the Data Centre Operator for its quarterly payments. (within 15 days from the submission of DCO quarterly SLA report, after receive the concerned data from Non-IT FMS)</td>
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<td>5.</td>
<td>Security and Compliance Audit</td>
<td>Security Audit reports including but not limited to following checkpoints/controls:</td>
<td>Half Yearly</td>
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<td>The Final Report with Executive Summary should include:</td>
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<td>o Identification of Vulnerabilities,</td>
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<td>o Evaluation of Potential Risks,</td>
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<td>o Prioritization of Risks,</td>
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<td>(Within 15 days from the end of respective half year, after receive the concerned data from Non-IT FMS)</td>
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<td>Estimated Cost to affect remedies</td>
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<td>• Internal ISMS Audit in compliance to ISO 27001 Standard</td>
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<td>6.</td>
<td>Reporting</td>
<td>TPA would be responsible for periodic reports preparation which will be sent to the DoIT&amp;C/RISL in prescribed formats from time to time for information, but not limited to following reports:</td>
<td>Quarterly (Within 15 days from the end of respective quarter, after receive the concerned data from Non-IT FMS)</td>
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<tr>
<td></td>
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<td>• Preventive Maintenance Report</td>
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<td>• Manpower Report on basis of availability, Shift roaster, eligibility criteria compliance, manpower change or exit</td>
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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 authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) **PRE-BID MEETING/ CLARIFICATIONS**
   
a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

b) 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.

c) The period within which the bidders may seek clarifications under (a) 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

   d) 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.

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 Two stage Two 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: -

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee)</td>
<td>Proof of submission (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>RISL Processing Fee (e-Procurement)</td>
<td>Instrument/ Proof of submission (PDF)</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Security</td>
<td>Instrument/ Proof of submission (PDF)</td>
</tr>
<tr>
<td>4.</td>
<td>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.</td>
<td>As per Annexure-4 (PDF)</td>
</tr>
<tr>
<td>5.</td>
<td>Tender Form</td>
<td>As per Annexure-2 (PDF)</td>
</tr>
<tr>
<td>6.</td>
<td>Technical Bid Covering Letter</td>
<td>As per Annexure-3 (PDF)</td>
</tr>
<tr>
<td>7.</td>
<td>Self-Declaration</td>
<td>As per Annexure-5 (PDF)</td>
</tr>
<tr>
<td>8.</td>
<td>Certificate of Conformity/ No Deviation</td>
<td>As per Annexure-6 (PDF)</td>
</tr>
<tr>
<td>9.</td>
<td>Declaration by Bidders</td>
<td>As per Annexure-7 (PDF)</td>
</tr>
<tr>
<td>10.</td>
<td>Undertaking on Authenticity of the Services</td>
<td>As per Annexure-8 (PDF)</td>
</tr>
<tr>
<td>11.</td>
<td>Format for Submission of Projects References for PQ Experience</td>
<td>As per Annexure-14 (PDF)</td>
</tr>
</tbody>
</table>
b) Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid – Cover Letter</td>
<td>On bidder’s letter head duly signed by authorized signatory as per Annexure-9 (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid - Format</td>
<td>As per BoQ (.XLS) format available on e-Procurement portal</td>
</tr>
</tbody>
</table>

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

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 confirmor, 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 confirmor, 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 confirmor does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmor, 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 authorised representatives who choose to be present.

b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

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

d) All the documents comprising of technical Bid/ 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).

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.

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”.

   The evaluation committee shall invite the eligible bidders to make a presentation at a notified
   date, time and location. The purpose of such presentation would be to allow the bidders to
   present their technical proposal, approach and methodology and quality of the professional
   proposed to the committee and other key points in their proposal.

   The bid evaluation committee shall evaluate the presentation and only open the financial bid of
   successful bidders who qualify the technically eligibility criteria and score of 70% & above with a
   minimum of 60% marks in each of the two sections (A and B) of the Technical Evaluation Criteria.
   The marking Details procedure and evaluation criteria are given at 3.2 Technical Evaluation
   Criteria.

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) For two part/ cover Bid system, the financial Bids of the bidders who 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 bidders 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, 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.

17) 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

18) 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.

19) 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.

20) 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.

21) 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 in terms of that Bid.
e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
f) Prior to the expiration of the period of bid validity, 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 who’s Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22) 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.

23) 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.

24) RIGHT TO VARY QUANTITY
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.

25) 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 may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
c) Performance security shall be furnished in any one of the following forms:
   a. 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:-
   a. When any terms and condition of the contract is breached.
   b. When the bidder fails to make complete supply as per the scope of tender document.
   c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

f) Notice will be given to the bidder for being heard with reasonable time before PSD deposited is forfeited.

g) No interest shall be payable on the PSD.

26) 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 letter of acceptance or letter of intent is despatched to the successful bidder.

c) If the bidder, who’s Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

e) Bidder has to sign Non-Disclosure Agreement (NDA) with the tendering authority as per indicative format attached in Annexure-12.

27) 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 procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28) 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.

29) 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 include 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 behaviour 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.

30) 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.

31) 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 thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 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 endeavour 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 may be, 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 endeavour 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:
   First Appellate Authority: Principal Secretary, IT&C, GoR
   Second Appellate Authority: Principal Secretary, Finance Department, 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 authorised 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.

32) 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.

33) 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.

34) 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.

35) 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 a bidder has breached the code of integrity prescribed in terms of
“Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three
years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as
the case may be, of a bidder has been forfeited by a procuring entity in respect of any
procurement process or procurement contract, the bidder may be debarred from participating in
any procurement process undertaken by the procuring entity for a period not exceeding three
years.

e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under
this section unless such bidder has been given a reasonable opportunity of being heard.

36) Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be
nominated by procuring entity to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall
ensure that quantity of goods and service delivery is in proportion to the total delivery period
given, if it is a severable contract, in which the delivery of the goods and service is to be obtained
continuously or is batched. If the entire quantity of goods and service is to be delivered in the
form of completed work or entire contract like fabrication work, the process of completion of
work may be watched and inspections of the selected bidder’s premises where the work is being
completed may be inspected.

c) If delay in delivery of goods and service is observed a performance notice would be given to the
selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in
writing to the procuring entity and such change shall not relieve any former member of the firm,
etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the
contract unless he/ they agree to abide by all its terms, conditions and deposits with the
procuring entity through a written agreement to this effect. The bidder’s receipt for
acknowledgement or that of any partners subsequently accepted as above shall bind all of them
and will be sufficient discharge for any of the purpose of the contract.

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any
other agency without the permission of procuring entity.
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 fulfilment of the related services by the successful/selected bidder in accordance with the terms and conditions set forth in the Contract.

g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/selected bidder is required to supply to the Purchaser under the Contract.

h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.

i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/selected bidder under the Contract.

j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/selected bidder.

k) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/selected bidder.

l) “The Site,” where applicable, means the designated project place(s) named in the bidding document.

**Note:** The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.
1) **CONTRACT DOCUMENTS**  
Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

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

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

4) **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.

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

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 tendering authority, 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 site-wise manpower proposed in the RFP can be utilised at any of the site as per requirements by the tendering authority.

e) Any deputed manpower may require visiting one site to another site as per requirement, all the expenses related to such visits shall be borne by the bidder.

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
   a) Recovery of liquidated damages, short supply, rejected services shall be made ordinarily from bills.
   b) The tendering authority 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 tendering authority shall take recourse to law in force.

13) TAXES & DUTIES
   a) The TDS, GST etc., if applicable, shall be deducted/paid by tendering authority as per prevailing rates. Any increase or decrease in the taxes will be taken care by the RISL and Taxes should be paid at Prevalent Tax rates at the time of invoicing.
   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.

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

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 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 substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

17) INSURANCE

a) During the audit of the project audit team will follow all the security and safety measure. The Manpower supplied under the Contract shall be fully insured by the bidder itself, the insurance charges in this regard will be borne by the supplier. The Purchaser shall not be responsible for any mishappening of the supplied Manpower at the site.

18) INSPECTION

a) The Tendering Authority or his duly authorized representative shall inspect the relevant qualification and certification documents of each profile as prescribed in the RFP. If required, the supplied manpower may be interviewed (physical presence of manpower) to verify the required skills of the profile at time of joining in presence of senior official of the tendering authority (RISL / DoIT&C).
19) REJECTION
   a) Supplied/offered manpower not found appropriate during inspection/interview shall be treated as rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Tendering Authority.
   b) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualifications, certifications, 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.
   c) If, however, due to exigencies of tendering authority work, such replacement either in whole or in part is not considered feasible, the tendering authority after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct penalty equals to twice the amount as mentioned in column number “5” of the table “Minimum Manpower Resources” given under clause 2- B i.e “Manpower availability service levels” of chapter 7: “SPECIAL TERMS AND CONDITIONS OF CONTRACT” from the quarterly payment. The deduction so made shall be final.

20) 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:

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

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.

21) AUTHENTICITY OF SERVICES

a) The selected bidder shall certify (as per Annexure-8) that the supplied manpower genuine/authentic, having desired qualification, certification and experience, having good conduct, not having any criminal record in the country.

b) If during the contract period, the said goods be discovered counterfeit/unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Tendering Authority in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/or approved the said services, the purchaser will be entitled to reject the said services, on such rejection the services will be at the selected bidder’s risk and all the provisions relating to rejection of services etc., shall apply. The selected bidder shall, if so called upon to do, replace the services/manpower etc., or such portion thereof as is rejected by Tendering Authority, 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 tendering authority in that behalf under this contract or otherwise.

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

22) 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.

23) LIMITATION OF LIABILITY

Except in cases of gross negligence or wilful 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 rejected manpower, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

24) FORCE MAJEURE
a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the 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.

25) 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 of services; and
   iv. the related services to be provided by the supplier/ selected bidder.
b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.
c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.
26) TERMINATION

a) Termination for Default
   i. The tendering authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days for being heard sent to the supplier/selected bidder, terminate the contract in whole or in part: -
      a. If the supplier/selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by tendering authority; or
      b. If the supplier/selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
      c. If the supplier/selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
      d. If the supplier/selected bidder commits breach of any condition of the contract.
   ii. If tendering authority 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.

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

c) Termination for Convenience
   i. Tendering authority, by a written notice of at least 30 days for being heard 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’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.
27) 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 (6) months period from the date of expiry or termination of the agreement, if required by tendering authority to do so. If manpower continues for said period, payment will be made as per the approved rates given in work order. 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 the services.
   ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
   x. It would be the responsibility of the selected bidder to support new operator during the transition period.

28) 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:
   i. Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for tendering authority.
   ii. The method of deployment, shipping or packing.
   iii. Schedule for Installation Acceptance.
   iv. 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:
   i. Identification and documentation of the need for the change – The information related to the initiator, initiation date and details of change required and priority of the change will be documented by tendering authority.
   ii. 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.
   iii. 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 specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
   iv. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
   v. 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.

29) SETTLEMENT OF DISPUTES
Any dispute existing out of contract shall be settled according to the provision of arbitration and conciliation act, 1996.
7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) PAYMENT TERMS AND SCHEDULE

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

STQC may be hired to assess the processes and practices adopted by the TPA in the State at an interval of 6 Months to ensure that various required & proposed audit parameters & frameworks are being adhered, regularly monitored and are satisfactory. If the services of STQC are hired then the payment to the TPA shall be subject to satisfactory assessment done by STQC for the TPA activities else the payment shall be made on satisfactory acceptance of deliverables by SIA. A pre-receipted bill in triplicate (for the audit and independent monitoring) shall be submitted as per the following schedule:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>% amount to be released</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>End of each Quarter upon satisfactory acceptance of deliverables by the technical committee of SIA</td>
<td>25% of the annual Audit Fee as per the contract.</td>
</tr>
</tbody>
</table>

**Note:** The number of manpower mentioned in the bid are indicative/approximate and shall only be used for the purpose of financial bid evaluation. Increase/decrease of the manpower may be done as per mutual consent of the selected bidder and tendering authority as per the requirement of the project. Payments shall be made as per actual manpower supplied, subject to maximum manpower allowed.

The successful bidder has to deploy required manpower within the period of 30 days after issuing the work order (WO), at RSDC P-4, Jhalana, Jaipur and RSDRDC Jodhpur.

b) The supplier’s/ selected bidder’s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

c) Due payments shall be made by the purchaser, after submission of request for payment along with an invoice and all other requisite documents by the supplier/ selected bidder (which will be forwarded for internal audit to DoIT&C/RISL) and its acceptance by the purchaser.

d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

e) All remittance charges will be borne by the supplier/ selected bidder.

f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

g) The payment shall not be made for the resource which is found absent in any shift.

h) 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.
i) 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.

j) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

2) SERVICE LEVEL STANDARDS/ REQUIREMENTS/ AGREEMENT

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract.

The tendering authority will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services.

If three consecutive quarterly penalties are more than 10% put together of the applicable fee on account of any reasons may be deemed to be an event of default.

The SLA has been logically segregated in the following categories:
1. Performance based Service Level
2. Manpower availability service levels

A. PERFORMANCE BASED SERVICE LEVEL

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>% amount to be released</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>End of Each Quarter upon satisfactory acceptance of deliverables by the SIA</td>
<td>25 % of the annual Audit Fee as per the contract.</td>
<td>In case of non-satisfactory performance, a penalty of 2.5 % of the annual fee shall be deducted from the quarterly payment.</td>
</tr>
<tr>
<td>2.</td>
<td>Submission of Reports and Deliverables on time</td>
<td></td>
<td>In case of delay in submission of Reports or Deliverables, a penalty of Rs. 1,000/- per Report or Deliverable Per Day (Including Govt. Holiday and Working Day) will be deducted from the quarterly payment.</td>
</tr>
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</table>

Upon two (2) successive non-satisfactory rating by the STQC/SIA, the State may terminate the contract with TPA and appoint another agency as TPA by a formal process with due diligence at State/RISL.

B. MANPOWER AVAILABILITY SERVICE LEVELS

I. The TPA shall always post on-site full-time minimum manpower as specified in the work order, who are dedicated solely to look after the entire auditing of RSDC P-4, Jhalana, Jaipur and RSRDRC, Jodhpur throughout the period of the contract.
II. The manpower deployed by TPA for carrying out and providing auditing services shall necessarily be on company own permanent payroll of the bidder’s organization (the bidder has to provide documentary proof for the compliances) and should not be on contract /outsourced / subcontracted / retainer/ partner payroll.

III. The successful bidder shall be responsible for compliances of all statutory laws, such as Minimum Wages Act and other applicable laws. Other provision like Provident Fund, ESI etc. shall be complied by the successful bidder. The successful bidder has to provide documentary proof of above said compliances.

IV. The TPA shall post an on-site dedicated Project Manager to look after the entire audit services of the Data center with his/her on-site team, with no additional responsibility. The project manager shall coordinate with the designated officer of the tendering authority.

V. Manpower details given in RFP is indicative, it may be increase or decrease as per requirement of project.

VI. TPA shall appoint as many team members, as deemed fit by them, subject to the minimum manpower specified below to meet the SLA requirements. The tendering authority would not be liable to pay any additional cost for this. TPA shall provide detailed CV (as per Annexure-18) of each of the resource being provided to RISL for interview, before deployment of the resource at site.

VII. Provisions of leave reserve, providing leaves and other facilities / perks shall be as per TPA’s prevailing policies / practices which shall be taken care by TPA without any liability and/or financial implications on the part of Purchaser. There will be 12 days leaves i.e. 3 days leaves per quarter that shall not be carried forward for every manpower resource in a calendar year with due permission of designated authority of the purchaser. However, if required, each manpower shall available on holidays and non-working days as per requirement of projects without any additional cost on the tendering authority. The successful bidder has to ensure proper replacement during the period of leave of the particular manpower.

VIII. The resources shall be deployed by the TPA to audit the data centre and maintain the service level requirements. Provisions of leave reserve, providing leaves and other facilities / perks shall be as per TPA’s prevailing policies / practices which shall be taken care by TPA without any liability and/or financial implications on the part of Purchaser. The selected bidder has to provide their leave reserve / Weekly-off plan along with the bid.

IX. Periodic training to concerned persons for procedures to be followed for applicable Certification shall be provided by the TPA at no extra cost.

X. The team deployment plan at the site during the contract period shall be prepared by TPA periodically and shall obtain approval from designated authority of tendering authority prior to its implementation.
XI. Year wise minimum 10% escalation in the remuneration to the manpower should be considered to keep the continuity of the deployed manpower.

XII. The TPA shall frame the policies and procedures of audit to said data centres as per industry standards and get approved by the tendering authority.

XIII. RSDC P-4, Jhalana, Jaipur and RSDRDC Jodhpur, both are treated as integrated site, Entire audit related responsibilities carried out by TPA for the both the sites. The project manager shall look after RSDRDC, Jodhpur from RSDC P-4, Jhalana, Jaipur. TPA Team shall visit at RSDRDC Jodhpur minimum once a quarter at no extra cost.

Minimum Manpower Resources:
Minimum manpower requirement for auditing activities to be performed for RSDC P-4, Jhalana, Jaipur and RSDRDC Jodhpur defined in the table mentioned below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Role</th>
<th>Min. Qualification, Relevant Experience &amp; Certifications</th>
<th>Minimum No. of Resources</th>
<th>Penalty on non-availability of resource per day</th>
</tr>
</thead>
</table>
| 1      | Project Manager             | a) B.E./ B.Tech./M.Tech. in Computer / IT/ EC/MCA, with MBA/ Post Graduate Diploma, and 10 Years relevant experience of IT Audit/ IT Infrastructure/Data Center/ IT/ Systems/ Consulting/ Project Management/ SLA Monitoring & Management.  
  b) At least 2 conditions of the professional certifications from following:  
  • Condition-1: PMI-PMP / Prince2  
  • Condition-2: Lead Auditor for ISMS ISO/IEC 27001  
  • Condition-3: CISA from ISACA / CISSP from (ISC)^2  
  c) In above mentioned experience, the person should have worked at least 5 years of IT audit/ similar assignment as per scope of work of this RFP. | 1  
  Applicable for RSDC P-4, Jhalana, Jaipur and RSDRDC Jodhpur | 10,000 /- |
| 2      | Senior Consultant IT works  | a) B.E./ B.Tech./M.Tech. in Computer / IT/ EC/MCA, with 8 Years relevant experience of IT Audit/ IT Infrastructure/Data Center/ IT/ Systems/ Consulting/ Project Management/ SLA Monitoring & Management.  
  b) At least 1 condition of the professional certification from following:  
  • Condition-1: Both the certifications - Lead | 1  
  RSDC P-4, Jhalana, Jaipur | 5,000 /- |
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Role</th>
<th>Min. Qualification, Relevant Experience &amp; Certifications</th>
<th>Minimum No. of Resources</th>
<th>Penalty on non-availability of resource per day</th>
</tr>
</thead>
</table>
| 1     | 2 Auditor for ISMS ISO/IEC 27001 and Lead Audit for ISO/IEC 20000  
• Condition-2: CISA from ISACA / CISSP from (ISC)^2  
c) In above mentioned experience, the person should have worked at least 3 years of IT audit/ similar assignment as per scope of work of this RFP. | 3                                                                      | 4                        | 5,000 /-                                     |
| 3     | 4 Senior Consultant  
Non-IT works  
a) B.E./ B.Tech./M.Tech. in Computer / IT/ EC / Electrical / Mechanical /MCA, with 8 Years relevant experience of Non-IT Audit/ Data Center Non-IT (Cooling, Power, Electrical & MEP) / Non-IT SLA Monitoring and Management.  
b) At least 1 condition of the professional certification from following:  
• Condition-1: CDCP from EPI / ATD from Uptime Institute  
• Condition-2: Lead Auditor for ISMS ISO/IEC 27001  
c) In above mentioned experience, the person should have worked at least 3 years of Non-IT audit/ similar assignment as per scope of work of this RFP. | 1 RSDC P-4, Jhalana, Jaipur | 5,000 /-                                     |
| 4     | 5 Consultant  
IT works  
a) B.E./ B.Tech./M.Tech. in Computer / IT/ EC /MCA, with 5 Years relevant experience of IT Audit/ IT Infrastructure/ Data Center/ IT/ Systems/ Consulting/ Project Management/ SLA Monitoring & Management.  
b) At least 2 conditions of the professional certifications from following:  
• Condition-1: Lead Auditor for ISMS ISO/IEC 27001  
• Condition-2: Lead Auditor for ISO/IEC 20000  
• Condition-3: CEH v10 or v9  
c) In above mentioned experience, the person should have worked at least 2 years of IT audit/ similar assignment as per scope of work of this RFP. | 1 RSDC P-4, Jhalana, Jaipur  
1 for RSDRDC Jodhpur | 3,000 /-                                     |
### Consultant Non-IT works

- **Min. Qualification, Relevant Experience & Certifications**
  - a) B.E./ B.Tech./M.Tech. in Computer / IT/ EC / Electrical / Mechanical /MCA, with 5 Years relevant experience of Non-IT Audit/ Data Center Non-IT (Cooling, Power, Electrical & MEP) / Non-IT SLA Monitoring and Management.
  - b) At least 1 condition of the professional certification from following:
    - Condition-1: CDCP from EPI / ATD from Uptime Institute
    - Condition-2: Lead Auditor for ISMS ISO/IEC 27001
  - c) In above mentioned experience, the person should have worked at least 2 years of Non-IT audit/ similar assignment as per scope of work of this RFP.

- **Minimum No. of Resources**
  - 1

- **Penalty on non-availability of resource per day**
  - 3,000 /

No resource shall be absent without prior permission of the designated authority. Penalty on non-availability of any resource at RSDC P-4, Jhalana, Jaipur and RSDRDC, Jodhpur shall be as per the following table:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>No. of absence(days) per resource in a quarter</th>
<th>Applicable Penalty / Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&gt; 0 but &lt;= 15</td>
<td>No. of absence in days x Amount defined in the column “5” of above mentioned table (Minimum Manpower Resources) for given role in a quarter</td>
</tr>
<tr>
<td>2</td>
<td>&gt; 15 but &lt;= 30</td>
<td>No. of absence in days x 2 x Amount defined in the column “5” of above mentioned table (Minimum Manpower Resources) for given role in a quarter</td>
</tr>
<tr>
<td>3</td>
<td>&gt; 30</td>
<td>No. of absence in days x 4 x Amount defined in the column “5” of above mentioned table (Minimum Manpower Resources) for given role in a quarter + Issue of letter of warning and subsequent actions as per terms and conditions of RFP</td>
</tr>
</tbody>
</table>

An absence of more than half an hour from the work place, without having permission of Tendering Authority of the Data Centre shall be considered as absent for the shift. The payment shall not be made for the resource which is found absent.
Manpower Change

I. The replacement of resources by the selected bidder after deployment will be allowed (without penalty) only in case, the resource leaves the organization by submitting resignation with the present employer. There will be a notice period of 30 days in such cases, also a proper knowledge transfer (KT) should be transferred with replacement resources as well as DoIT&C and handing over taking over documents, failing which 3 times of the penalty mentioned in column “5” of above mentioned table “Minimum Manpower Resources”

II. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.

III. The penalty per resource would be imposed in case of exit/replacement of resource from the project as per the details given below

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Resource Type</th>
<th>Applicable Penalty when resource is leaving</th>
<th>Within 1 year of DOJ</th>
<th>After 1 year of DOJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Any Manpower resources deployed at the site</td>
<td>10 times of the penalty mentioned in column “5” of above mentioned table “Minimum Manpower Resources”</td>
<td>5 times of the penalty mentioned in column “5” of above mentioned table “Minimum Manpower Resources”</td>
<td></td>
</tr>
</tbody>
</table>

Note: For each role one change of resource/manpower is allowed in the project period without imposing any penalty on the successful bidder.

Penalty Capping:
Total Penalties defined in (A):“Performance based Service Level” and (B):“Manpower Availability Service levels” for a quarterly period shall not be higher than total quarterly payable amount of the related quarter to be paid to Third party Auditor.
ANNEXURE-1: 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:

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Query / Clarification Sought (MS Excel Sheet Format):

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP Page No.</th>
<th>RFP Chapter No.</th>
<th>RFP Clause No.</th>
<th>Clause Details as per RFP</th>
<th>Query/ Suggestion/ Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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-2: TENDER FORM

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

1) Addressed to:

<table>
<thead>
<tr>
<th>Name of the Tendering Authority</th>
<th>Chairman cum Managing Director (CMD), RajComp Info Services Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) - 302005</td>
</tr>
<tr>
<td>Telephone</td>
<td>0141-5103902</td>
</tr>
<tr>
<td>Tele Fax</td>
<td>0141-2224855</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:manishsharma.doit@rajasthan.gov.in">manishsharma.doit@rajasthan.gov.in</a> (please mention the NIB no. in the subject)</td>
</tr>
</tbody>
</table>

2) Firm Details:

<table>
<thead>
<tr>
<th>Name of Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of CMD / CEO of the firm with email id, contact number</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Email ID:</td>
</tr>
<tr>
<td>Contact No.:</td>
</tr>
<tr>
<td>Name of Authorized Contact Person with Designation</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Designation:</td>
</tr>
<tr>
<td>Email ID:</td>
</tr>
<tr>
<td>Contact No.:</td>
</tr>
<tr>
<td>Registered Office Address</td>
</tr>
<tr>
<td>Address of the Firm</td>
</tr>
<tr>
<td>Year of Establishment</td>
</tr>
<tr>
<td>Type of Firm</td>
</tr>
<tr>
<td>Put Tick( √ ) mark</td>
</tr>
<tr>
<td>Public Limited</td>
</tr>
<tr>
<td>Private Limited</td>
</tr>
<tr>
<td>Partnership</td>
</tr>
<tr>
<td>Proprietary</td>
</tr>
<tr>
<td>Telephone Number(s)</td>
</tr>
<tr>
<td>GST Number</td>
</tr>
<tr>
<td>PAN Card Number</td>
</tr>
<tr>
<td>Email Address for Communication</td>
</tr>
<tr>
<td>Contact Mobile Number for Communication</td>
</tr>
<tr>
<td>Fax No.</td>
</tr>
<tr>
<td>Website</td>
</tr>
<tr>
<td>Area of Specialization</td>
</tr>
</tbody>
</table>

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 ___________.

Page 71 of 102
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-3: TECHNICAL BID COVERING LETTER

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

To,

The Chairman cum Managing Director (CMD),
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 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.

6. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

7. I/ We 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 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-4: BIDDER’S AUTHORIZATION CERTIFICATE
{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.}

To,

The Chairman cum Managing Director (CMD),
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: -  Verified Signature: 
Authorised Signatory: - 
Seal of the Organization: - 
Date: ______________
Place: ______________
ANNEXURE-5: 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 competence required 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 the State 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 affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
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-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION

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

To,

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

CERTIFICATE

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-7: DECLARATION BY BIDDER
{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.}

I/ We declare that I am/we are bonafide service supplier of the required technically skilled professionals/services for Data Centre Third Party Auditing (TPA) Services as per the industry standards, having adequate number of professionals of all the required categories to supply, and also having past history of these kind of services for which I/ We have quoted. I/We have strong technically skilled and experience professionals at back office to support to be deployed professionals at the sites.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________
ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF THE SERVICES

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

To,

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

Reference: NIB No. : _________________________________ Dated: __________

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

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

In case, we are found not complying with above at the time of delivery of services or during course of rendering the services, for the manpower already supplied, we agree to own the responsibility for the same and take back the manpower already supplied and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid 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 Chairman cum Managing Director (CMD),
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 a financial bid format of BoQ. The BoQ available at e-procurement portal shall be considered as final.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price Per Resource (in INR)</th>
<th>Applicable GST (in %)</th>
<th>Unit Rate with GST (In INR)</th>
<th>Yearly Rate with GST (In INR)</th>
<th>TOTAL AMOUNT In Figure</th>
<th>TOTAL AMOUNT In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>1</td>
<td>Per Month</td>
<td>18%</td>
<td>7=5+6</td>
<td>8=7x(12)</td>
<td>9=8x3x(5)</td>
<td>10=9</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Senior Consultant for IT Works</td>
<td>1</td>
<td>Per Month</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Senior Consultant for Non-IT Works</td>
<td>1</td>
<td>Per Month</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Consultant for IT Works</td>
<td>2</td>
<td>Per Month</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Consultant for Non-IT Works</td>
<td>2</td>
<td>Per Month</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>7</strong></td>
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<td></td>
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<td></td>
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</tr>
</tbody>
</table>
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 Chairman cum Managing Director (CMD),
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, 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, Yojana Bhawan, 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.

   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 may be 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 count.

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:
WITNESS (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.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. 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, Yojana Bhawan, 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 ..............................................(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") 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 of so relieving us.

6. The liability of us ......................... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We ......................... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the 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)

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 ________, 2019 by and 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/ 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-9 Financial Bid” 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:

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

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%.

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 in on account of hindrances beyond the control of supplier.

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 ________________, 2019.

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
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<tbody>
<tr>
<td>(    ) Designation:</td>
<td>(    ) Designation:</td>
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<tr>
<td>Company:</td>
<td>RajCOMP Info Services Limited, Jaipur</td>
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<tr>
<td><strong>In the presence of:</strong></td>
<td><strong>In the presence of:</strong></td>
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<td>Company:</td>
<td>RajCOMP Info Services Limited, Jaipur</td>
</tr>
</tbody>
</table>
ANNEXURE-12: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement ("Agreement") is made on this ____________day of ____, 2019

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 a Third Party Auditor (TPA) agency for Rajasthan State Data Centre, Phase-4, Jhalana, Jaipur and DR Site Jodhpur for a period of 5 years. The core objective for TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the DCO and Non-IT FMS & Operation and add value to improve the State Data Center Operations. It helps the State accomplish the State Data Center’s objectives by bringing a systematic, disciplines approach to evaluate and improve the effectiveness of infrastructure, operations, and service level management, control and governance processes. The third party auditor agency will audit the implementation, operations and management, security and compliance with standards and processes of the data centers. For the purpose there will be a requirement to exchange certain information related to or hosted in Rajasthan State Data Centre, Phase-4, Jhalana, Jaipur and DR Site Jodhpur Site which is proprietary and confidential information.

b. The RISL/DCO is willing to disclose such information to TPA only on the terms and conditions contained in this Agreement. The TPA agrees to hold the Covered Data and Information in strict confidence. TPA shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/DoIT&C/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 context otherwise requires:

1.1. "Confidential Information" shall mean

   a) any and all information concerning all the State 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 hosted in State Data Centre (SDC) and Disaster Recovery (DR) Site

   c) Passwords of IT/Non-IT equipments of DC, user identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of
IT/Non-IT equipments, policies of firewall/IDs/IPS /routers /switches and information hosted on IT equipments in SDC and Disaster Recovery (DR) Site.

1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related or hosted with State Data Centre (SDC) & 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**

   2.1. Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data are hosted in SDC shall be used by the TPA solely for the purpose of fulfilment 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. TPA shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.

   2.2. Confidential and Proprietary Information shall not be copied or reproduced by the TPA 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. _______________________.

   2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the TPA 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 TPA shall be treated as a breach of this Agreement by the TPA.

   2.4. Confidential and Proprietary Information shall not be disclosed by the TPA to any third party without the prior written consent of the First Party.

   2.5. This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:

   a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the TPA; or
   b. was, at the time of receipt, otherwise known to the TPA without restriction as to use or disclosure; or
   c. becomes known to the TPA from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the TPA; or
   d. is developed independently by the TPA 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 TPA 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 SDA & DR Site have given order to the TPA Work Order No __________________ for Rajasthan State Data Centre, Phase-4, Jhalana, Jaipur and DR Site Jodhpur for a period of ___ years 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 TPA), had entered into an agreement with the TPA 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 TPA 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 TPA 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 TPA 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 TPA 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 TPA and the TPA shall work according to the instruction of the RISL and in case if this is violated by the TPA 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 TPA permits any person or persons without permission of the RISL to have –
   a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
   b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking 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;
   c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
   d. Denies or causes the denial of access to any authorized person of the 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 TPA shall report to RISL any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RISL. TPA shall make the report to RISL within not less than one (1) business day after TPA learns of such use or disclosure. TPA 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 TPA has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
e) What corrective action TPA has taken or shall take to prevent future similar unauthorized use or disclosure.

TPA shall provide such other information, including a written report, as reasonably requested by RISL / DoIT&C.

3.9 The TPA 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:

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

IN WITNESS WHEREOF the Parties here to have hereunto set their hands and seal the day and year first above written.

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<td>Company:</td>
<td>RajCOMP Info Services Limited, Jaipur</td>
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| Designation:        | Designation:        |
| Company:            | RajCOMP Info Services Limited, Jaipur |

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 EXPERIENCE

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>S. No.</th>
<th>Name of Client</th>
<th>Project Cost of IT Audit Services</th>
<th>Year of Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder must have successfully completed/ongoing at least three (3) projects of IT Auditing with audit fees of not less than Rs. 1 Crore each in the financial years i.e., from 2014-15 to 2018-2019. (Work order date shall be on or after 1st April 2014)</td>
<td>1.</td>
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</tbody>
</table>

**Note:** Projects executed with in the agency’s own company, group of companies, Joint Venture companies shall not be considered.

**Note:**
- This Annexure will be certified from CA (Sign, Seal & Membership Number)
- Please attach a copy of the Work Order/ Purchase Order with Work / Phase Completion Certificates from the client.
  OR
- Please attach a copy of the Work Order/ Purchase Order with Work / Phase Completion Details certified from the CA for each project reference.
**ANNEXURE-15: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR TECHNICAL QUALIFICATION EXPERIENCE**

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>S. No.</th>
<th>Name of Client</th>
<th>Project Cost of IT Audit Services</th>
<th>Year of Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLA Audit/ Data Center Audit experience for IT Projects with Government/ PSU/ NGO in terms of number of completed/ ongoing assignments/ projects in last five (5) years with a minimum order value of Rs. 50 Lakhs would be evaluated based on following parameters</td>
<td>4.</td>
<td></td>
<td>Project Start Date: Project End Date: Duration in Months:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.</td>
<td></td>
<td>Project Start Date: Project End Date: Duration in Months:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.</td>
<td></td>
<td>Project Start Date: Project End Date: Duration in Months:</td>
<td></td>
</tr>
</tbody>
</table>

Bidder with maximum numbers of projects (maximum capped to 3 projects) shall be awarded full 6 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>S. No.</th>
<th>Name of Client</th>
<th>Project Cost of Security Audit Services</th>
<th>Year of Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Audit/ Security Compliance Audit experience with Government/ PSU/ NGO in terms of number of completed/ ongoing assignments/ projects in last five years with a minimum order value of Rs. 50 Lakhs would be evaluated based on following parameters</td>
<td>1.</td>
<td></td>
<td>Project Start Date: Project End Date: Duration in Months:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.</td>
<td></td>
<td>Project Start Date: Project End Date: Duration in Months:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.</td>
<td></td>
<td>Project Start Date: Project End Date: Duration in Months:</td>
<td></td>
</tr>
</tbody>
</table>

Bidder with maximum numbers of projects (maximum capped to 3 projects) shall be awarded full 6 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.

**Note:**
- This Annexure also use for Schedule-A of Technical Evaluation Criteria.
- This Annexure will be certified from CA (Sign, Seal & Membership Number)
• Please attach a copy of the Work Order/ Purchase Order with Work / Phase Completion Certificates from the client.

OR

Please attach a copy of the Work Order/ Purchase Order with Work / Phase Completion Details certified from the CA for each project reference.
ANNEXURE-16: 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 Chairman cum Managing Director (CMD),
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, 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 five (5) years i.e. from FY 2014-15 to FY 2018-19 as per details given below:

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Turnover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Turnover from IT Audit Services in India</td>
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<td></td>
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<tr>
<td>Financial Net Worth</td>
<td></td>
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</tr>
</tbody>
</table>

(Signature of the Chartered Accountant)
Name:
Designation:
Membership Number:
Date:
Company Seal:
Business Address:

Note: This Annexure also use for Schedule-B of Technical Evaluation Criteria.
ANNEXURE-17: HR CERTIFICATE FOR MANPOWER PROFESSIONALS

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

To,

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

In response to the NIB Ref. No. _____________________________ dated ___________

Subject: Self-Declaration on Technically Qualified Professionals by HR

We, <Bidder Name> hereby declare that we have on our company payroll <No. of full time technical professionals> technically professional with respect to providing the IT Audit Services as only as on date of bid submission.

The details of staff as required is attached hereby

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Domain</th>
<th>No. of Resource Count</th>
<th>Minimum No. of Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Data Center Audits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>IT Infrastructure Audits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Process Audits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Non-IT Infrastructure Audits</td>
<td></td>
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</tr>
<tr>
<td>5.</td>
<td>SLA Audit &amp; Monitoring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>IT Security Audits</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________

Note: This Annexure also use for Schedule-C of Technical Evaluation Criteria. The Technical bid may be rejected, if the bidder doesn’t have atleast 5 resources count in each domain.
ANNEXURE-18: CERTIFICATION DETAILS
{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign. & HR Head}

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details</th>
<th>Person-1</th>
<th>Person-2</th>
<th>Person-3</th>
<th>...........</th>
<th>Person-19</th>
<th>Person-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Person Name</td>
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<tr>
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<tr>
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</tr>
<tr>
<td>6</td>
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</table>

Date: [Signature & Seal of HR]

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<table>
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<tr>
<th>S. No.</th>
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Date: [Signature & Seal of HR]

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Date: [Signature & Seal of HR]

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</tbody>
</table>

Date: [Signature & Seal of HR]
### Lead Auditor for ISO/IEC 20000: 2011

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details</th>
<th>Person-1</th>
<th>Person-2</th>
<th>Person-3</th>
<th>..........</th>
<th>Person-19</th>
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<td>6</td>
<td>Technical Work Experience</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Date:** Signature & Seal of HR:

### CDCP (Certified Data Center Professional) from EPI / ATD (Accredited Tier Designer) from Uptime Institute

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details</th>
<th>Person-1</th>
<th>Person-2</th>
<th>Person-3</th>
<th>..........</th>
<th>Person-19</th>
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</tr>
</tbody>
</table>

**Date:** Signature & Seal of HR:

**Note:** This Annexure also use for Schedule-D of Technical Evaluation Criteria.
ANNEXURE-19: TENTATIVE FORMAT OF CURRICULUM VITAE (CV) OF TEAM MEMBERS DURING PROJECT
{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign. & HR Head}

<table>
<thead>
<tr>
<th>S. No</th>
<th>Type of Information Required</th>
<th>Details Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Person</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Proposed Role in the Project</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Academic Qualifications*</td>
<td>Degree</td>
</tr>
<tr>
<td></td>
<td>(* Details to be provided for all the relevant degrees)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Professional Certifications with ID (if any)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Total Experience (Years)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Total Relevant Experience as per Scope of RFP (Years)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Number of Years with the Current Employer</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Summary of the Professional Experience (Not More than 5 Lines with 100 Words)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Employment record (Details to be provided for all the employers till date)</td>
<td>From - To</td>
</tr>
<tr>
<td>10.</td>
<td>Certification</td>
<td>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications and experience.</td>
</tr>
</tbody>
</table>