

**Expression of Interest Document for
Selecting Agency for establishment and maintenance of Disaster Data Recovery Center Cum AI Compute,
Jodhpur.**

RFP Unique Bid No:

Dated:

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Commissioner DoIT&C, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date & Time of Pre-bid meeting	13-08-2026
Last Date & Time of Submission of Proposal	07-09-2026
Date & Time of Opening of Technical Proposal	08-09-2026

RISL Processing Fee: Rs. 2500/- (Rupees two thousand and Five hundreds only) in form of Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".

Bidding Document Fee: Rs. 5000/- (Rupees five Thousand only) in form of Demand Draft in favor of "Commissioner, DoIT&C" Payable at Jaipur.

OR

The Tender Fee, Processing Fee shall be deposited online through e-challan on the e-GRAS portal under DDO Code 1888 against the budget heads mentioned below. A copy of the challan must be uploaded on the e-Tender portal, failing which the bid shall not be considered.

S. No.	Type of Payment	Budget Head (DDO Code 1888)	Fee	Refundability
1.	Tender Fee	0075-00-800-52-01	5000/-	Non-refundable
2.	RISL Processing Fee	8658-00-102-(16)-02	2500/-	Non-refundable

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

Department of Information Technology & Communications (DoIT&C)
2nd Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 0141-2224855 Fax: 0141-2222011
Web: <http://doitc.rajasthan.gov.in>, Email: jschoudhary@rajasthan.gov.in

1. **NOTICE INVITING EXPRESSION OF INTEREST TO ESTABLISH STATE DATA RECOVERY CENTER CUM AI COMPUTE**



GOVERNMENT OF RAJASTHAN
Department of Information Technology & Communication

Reference No.: F11.RSDC(3)/DoIT&C/2025/1672

Dated: 23/07/2024

UBN No.:

NOTICE INVITING BID(NIB)

Name & Address of the Procuring Entity	- Name: Commissioner, DoIT&C, GoR - Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	- Name: Sh. Hariram Meena - Designation: Executive Engineer (Electrical), DoIT&C - Address: Third Floor, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan) - Email: ashishvermapwd@rajasthan.gov.in
Subject Matter of Procurement	Request for EOI for " Selecting Agency for establishment and maintenance of Disaster Data Recovery Center Cum AI Compute, Jodhpur "
Bid Procedure	Two stages: Two part (envelop) Open Competitive Bidding through Rajasthan e-Procurement Portal https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technically responsive Lowest evaluated bidder shall be awarded the contract.
Websites for downloading Bidding Document, Corrigendum's, Addendum etc.	- Websites: http://sppp.raj.nic.in; http://risl.rajasthan.gov.in; http://doitc.rajasthan.gov.in; http://eproc.rajasthan.gov.in; - Bidding document fee: Rs 5,000 (Rupees Five Thousand only) in Demand Draft in favor of "Commissioner, DoIT&C" payable at Jaipur". - RISL Processing fee: Rs 2,500 (Rupees Two Thousand Five Hundred only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 300 Crore /- (Rupees Three Hundred Crore Only)
Date/Time/ Place of Pre-bid Meeting	- Date/Time: 13.08.2026 at 11:00 AM - Place: Third Floor, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)
Manner , Period of Sale and Submission of Bidding Document (Start/ End Date)	- Manner: Online e-Procurement Website (https://eproc.rajasthan.gov.in) - Start Date: 27.07.2026 from 05.00 PM onward - End Date: 07.09.2026 up to 05:00 PM
Online/Offline Submission of Banker's cheque or Demand Draft for Tender Fee, Processing Fee	- Date: 07.09.2026 Till 1:00 PM - Place: Third Floor, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)
Date/ Time/ Place of Technical Bid	Date: 08.09.2026 at 4:00 PM

IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005
Phone: 0141-2224855, Fax: 0141-2222011



सूचना प्रौद्योगिकी और संचार विभाग

GOVERNMENT OF RAJASTHAN
Department of Information Technology & Communication

Opening	Place: Third Floor, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)
Date/ Time/ Place of Technical Presentation	Will be intimated later to the Technically qualified bidders.
Bid Validity	180 days from the bid submission deadline

Note:

- 1) Bidder (authorized signatory) shall submit their offer online in electronic formats both for technical and financial proposal. However, DO for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In case, any of the bidders fails to submit online/physically the Banker's Cheque/ Demand Draft for Tender Fee and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bid document fee should be drawn in favor of "Commissioner, DoIT&C" payable at "Jaipur" and RISL Processing Fee should be drawn in favor of "Managing Director, RajCOMP Info Services Ltd." 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 OSC. 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) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 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 DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, 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 bid document/ bidding process unless and until a form of contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bid 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 RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of inconsistency in any of the provisions of this bid document with the RTPP Act 2012 and rules thereto, the later shall prevail.

Executive Engineer (Electrical)
DoIT&C

IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005
Phone: 0141-2224855, Fax: 0141-2222011

2. PROJECT PROFILE & BACKGROUND INFORMATION

Department of Information Technology & Communication, Government of Rajasthan intends to shortlist agencies for establishment and maintenance of Disaster Data Recovery Center cum AI Data Center at Jodhpur.

This document is an Expression of Interest (EOI) for Bidders to express their interest for establishment and maintenance of a new Disaster Data Recovery Center cum AI Data Center and Maintenance Support for building & data center (O & M) for next five years after Go-Live.

The interested bidders would be required to make presentations of their solution with detailed Estimate and BOQ including design of DDRC, cooling methodology, power requirements & efficiency, implementation plan with phases, Building Management Services, Management Services and detailed list of equipment's/items with Qty, specification & makes as per **annexure-1**, before the technical committee.

The date, time and venue for making presentations would be communicated to the bidders after receiving EOI from interested bidders.

The Technical committee would shortlist the vendors on behalf of pre-qualification criteria, presentation and other technical documents. After completion of this evaluation process of EOI, Participation in the RFP shall be limited either to the bidders who qualify the eligibility criteria under the EOI **or** through an Open Bidding process, as may be decided by DoIT&C.

The successful Bidder shall do the Design, supply, installation, configuration, construction, commissioning, integration, testing, training and support and will assist the officers of DoIT&C in conducting Final Acceptance Testing (FAT) for the complete setup as per the specifications laid down in the RFP.

For all purposes in the document, the term "Data Centre Operator (DCO)" will be referred to as the entity responsible for the establishment and maintenance of a new Disaster Data Recovery Center cum AI Data Center & Maintenance of DDRC.

IT Infrastructure components such as Servers, Databases, Storage, Software and other IT components etc. required at the Data Centre would be purchased separately by the tendering authority.

RISL reserve the right to:

- Make necessary changes in the terms and conditions of the project; and
- Reject any or all bids without assigning any reasons thereof.

Following Data Centers were set up at different intervals as per requirements to provide efficient electronic service delivery. List of data centers under DoIT&C are as follows: -

Phases	Location	Server Farm Area	Rack Space	Date of start of operations	Type of Usage
Phase—1	1 st Floor, IT Building, Yojana Bhawan Campus, Jaipur	1700sq.ft.	43	27-06-2011	CTD (Co-location), RSWAN, NIC (Co-Location) Development & Staging
Phase—II	4 th Floor, New Library Building, Secretariat, Jaipur	400sq.ft.	5	15-07-2015	e-Sign DRC
Phase— III	3 rd Floor, Yojana Bhawan, Jaipur	2050sq.ft.	81	15-12-2015	CCC, NIC (Co-Location), RajVC, eSanchar, RajNet/SecLAN, Near DR
BSDC (RSDCIV)	Sansthan Path, Jhalana Institutional Area, Jaipur	25000 sq. ft.	600	19-08-2019	Production Data Center
Disaster Recovery	Jodhpur	2000sq. ft.	80	27-07-2018	Far DR & e-Sign DC

3. SELECTION METHODOLOGY

3.1 STAGE 1:

Pre-qualification: Bidder's response to this EOI shall be evaluated by the Tendering Authority as per the criteria defined in this document. Only, bidders who meet the pre-qualification criteria shall be eligible for evaluation of the technical qualification criteria.

Technical Qualification: In technical qualification round, bidder will be required to present the details regarding the projects mentioned, showing their work experience, in response to this EOI. During presentation, bidder has to give presentation regarding proposed design and solution for establishment of Disaster Data Recovery Center cum AI Data Center. Bidders must present evidence to substantiate their claims to secure marking.

3.2 STAGE 2:

Based on the proposals received in response to this Expression of Interest (EOI), a detailed Request for Proposal (RFP) shall be prepared after evaluation of the EOI submissions by the Purchase Committee.

DoITC reserves the right to determine the Stage-2 selection criteria based on the outcome of the Stage-1 evaluation.

Participation in the RFP shall be limited either to the bidders who qualify the eligibility criteria under the EOI or through an Open Bidding process, as may be decided by DoIT&C.

The bids received in Stage-2 shall be evaluated strictly in accordance with the techno-commercial evaluation criteria, terms and conditions, and selection methodology specified in the RFP. The successful bidder shall be selected in accordance with the evaluation and selection process prescribed therein.

4. **EVALUATION CRITERIA**

Note: The supporting documents submitted as evidence to fulfil the eligibility criteria will be evaluated by the Tendering Authority. At this stage, the Tendering Authority may request for clarification (if required).

1) **Pre-Qualification Criteria**

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be - A company registered under Indian Companies Act, 1956/ Indian Companies Act, 2013 OR A Limited Liability Partnership (LLP) registered under Limited Liability Partnership Act, 2008 OR A partnership firm registered under Indian Partnership Act, 1932. OR Consortium is also allowed. The consortium shall not consist of more than two companies and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". Every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. The qualification as mentioned at Chapter 4, clause 2, Sub-contracting needs to be complied by the consortium partner for undertaking civil or MEP (Data Center Services/ Non-IT of Building) services	- Copy of valid Registration Certificates - Copy of Certificates of incorporation In case of a consortium, a Consortium Agreement must be submitted, duly signed by the consortium members. The Consortium Agreement must clearly specify the stake of each member and outline their roles and responsibilities (As per Annexue-6)
2.	Financial: Turnover	Average Annual Turnover of the bidder during the last three financial years, i.e., from 2022-23, 2023-2024 and 2024-2025 (as per the last published audited balance sheets), should be at least Rs. 600.00 Crores.	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder, as on 31 st March 2025, should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Tax registration and clearance	The bidder should have a registered number of GST Income Tax / PAN number.	Copies of relevant certificates of registration

S. No.	Basic Requirement	Specific Requirements	Documents Required
5.	Certifications	The bidder must possess a valid ISO 9001:2008 or Higher certification at the time of bidding	Copy of a valid certificate
6.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-4: Self-Declaration
7.	Additional Requirement	In case of no sub-contracting, the bidder is required to meet additional qualification as mentioned in clause no. 4, 5 and 6 of Civil Work and Clause no. 4, 5 and 6 of MEP (Data Center Services/ Non-IT of Building) services	

Note: Bidder means either sole Bidder or any of the partner in case of a Consortium.

2) Sub-Contracting

- a. The bidder is allowed to sub-contract below mentioned activities under this tender to any other agency with prior permission of Tendering Authority. The name of the Sub-Contracting firm with its credentials as mentioned in below respective tables shall be provided while submitting technical bid for this EoI.
 - i. Civil Work or part thereof
 - ii. MEP (Data Center Services/ Non-IT of Building) services or part thereof
- b. Subcontracting shall in no case relieve the Selected Bidder from any of its obligations, duties, responsibilities and liability under the Contract.
- c. Subcontractors shall comply with the provisions of bidding document and/ or contract.
- d. The qualification of the bidder/sub-contracted firm, as applicable for the purpose of civil work shall be as follows:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder/sub-contracting firm, as applicable should be a company registered under Indian Companies Act, 1956/ Indian Companies Act, 2013 OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership (LLP) registered under Limited Liability Partnership Act, 2008	Copy of valid Registration Certificate - In case of Company, Copy of Certificates of incorporation
2.	Annual Turnover	The bidder/sub-contracting firm, as applicable should have an average turnover of 200 Crores during last three financial years viz. 2022-23, 2023-2024 and 2024-2025 (as per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder/sub-contracting firm, as applicable, as on 31 st March 2025, should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability Civil Work-I	The bidder/sub-contracting firm, as applicable should be registered or should hire an Architect registered with council of Architect, at least five years before the date of submission of bid and registration / membership should be valid as on date.	Copy of registration certificate of Architect

S. No.	Basic Requirement	Specific Requirements	Documents Required
5.	Technical Capability Civil Work-II	The bidder/sub-contracting firm, as applicable shall have experience of at least one similar building project (similar project means Project with DATA centers or similar IT related project with HVAC, Fire Fighting and other building services like lifts, Internal and External Services etc.) of Privates sector / Central / State Govt./BFSI/ Govt. undertaking building	Annexure-5 per project reference And Work Completion Certificates from the client; OR Work Order + Self Certificate of

		professional mention below with relevant degree/diploma for his position in, • Principal structural Consultants registered with local bodies • Principal Landscape Architect • Principal Interior Architect • Principal building services consultant • Principal Green Building Consultants- GRIHA Evaluators • Quality Assurance Manager C. Consultant manpower having experience of setting up GPU compute-based data center.	
7.	Self-Declaration	The bidder/sub-contracting firm, as applicable should not have been debarred or banned by State or Central government	A Self Certified letter as per Annexure-4: Self-Declaration

e. The qualification of the bidder/sub-contracted firm, as applicable for the purpose of MEP (Data Center Services/ Non IT of Building) shall be as follows:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder/sub-contracting firm, as applicable should be a company registered under Indian Companies Act, 1956/ Indian Companies Act, 2013 OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership (LLP) registered under Limited Liability Partnership Act, 2008	Copy of valid Registration Certificate - In case of Company, Copy of Certificates of incorporation
2.	Annual Turnover	The bidder/sub-contracting firm, as applicable should have an average turnover of Rs.200.00 Crores during last three financial years viz. 2022-23, 2023-2024 and 2024-2025	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder/sub-contracting firm, as applicable, as on 31 st March 2025, should be Positive.	CA Certificate with CA's Registration Number/ Seal

4.	Technical Capability Data Center-I	The bidder/sub-contracting firm, as applicable should have commissioned and installed at least one Data Centre project (similar project means Project with IT related projects / DATA centres with HVAC, Fire Fighting and other building services like lifts, Internal and External Services etc.) that meets all the below mentioned requirements during the last five (5) years (2021 to 2025) in India • A single work order of 80.00 Crores as per certificate issued by client or two work order having (the same work specification as above) value more than Rs 50.00 Crores each as per certificate issued by client. • Bidders in house data centers shall not be considered. • Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered. • Data center built for client shall also be considered. • The Escalation factor for value of works executed and financial figure to a common base value for works completed financial year Multiplying factor.<table><tr><td>FY2024-25</td><td>1.00</td></tr><tr><td>FY2023-24</td><td>1.10</td></tr><tr><td>FY2022-23</td><td>1.21</td></tr><tr><td>FY2021-22</td><td>1.33</td></tr><tr><td>FY2020-21</td><td>1.46</td></tr></table>	FY2024-25	1.00	FY2023-24	1.10	FY2022-23	1.21	FY2021-22	1.33	FY2020-21	1.46	Annexure-5 per project reference And Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the CA); OR Work Order + Phase Completion Certificate from the client
FY2024-25	1.00												
FY2023-24	1.10												
FY2022-23	1.21												
FY2021-22	1.33												
FY2020-21	1.46												
5.	Technical Capability Data center-II	The bidder/sub-contracting firm, as applicable should have experience in providing Facility Management Services to at least one Data Centre during the last five (5) years (2021 to 2025) in India	Annexure-5 per project reference And Work Completion Certificates from										

S. No.	Basic Requirement	Specific Requirements	Documents Required
		- Data Centers with Project cost of Rs. 1 crore for FMS (Excluding AMC and IT FMS) will be considered. - Bidders in house data centers shall not be considered. - Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered.	the client; OR Work Order + Self Certificate of Completion (Certified by the CA); OR Work Order + Phase Completion Certificate from the client

6.	Manpower Strength for Data Center	A. The bidder/sub-contracting firm, as applicable must have on its roll at least 50 technically qualified professionals in Data Centre Infrastructure maintenance services as on date of bid submission. B. The bidder/sub-contracting firm, as applicable must have on its roll or should hire at least 1 technically qualified professional mention below with relevant degree/diploma for his position in, • Principal Plumbing Consultant • Principal Fire Consultant • Principal Mechanical Consultant • Principal Electrical Consultant • Principal Air-conditioning Consultant • Principal Building services Consultant • Principal Green Building Consultant GRIHA Evaluators • Quality Assurance Manager	Self-Certification by the authorized signatory and HR department
7.	Self-Declaration	The bidder/sub-contracting firm, as applicable should not have debarred or banned by State or Central government	A Self Certified letter as per Annexure-4: Self-Declaration

5. **SCOPE OF WORK, DELIVERABLES & TIMELINES**

The selected bidder shall build, operate and maintain the DDRC and auxiliary services for a period of 5 years from the date of signoff post successful completion of installation, commissioning and acceptance testing. The minimum specified work to be undertaken by the selected bidder for setting up and operating DDRC has been categorized as under:

- a. Project Kick-off
- b. Design of the data center and auxiliary services
- c. Civil Construction of building and Building Services
- d. Supply, Installation, Integration, Testing, Training and Commissioning Phase
- e. Operation and Maintenance phase

5.1 **Design, supply, installation, Integration and Commissioning phase**

The broad scope of work during this phase will include the following, but is not limited to:

A. Project Kick-off

- a. Project Kick-off meeting
- b. Preparation and submission of Comprehensive Project implementation Plans and Schedules separately.
- c. Preparation and submission of the separate site readiness reports for the installation of all required equipment's.
- d. Preparation and submission of separate FAT Plans and schedules for Disaster Data Recovery Center cum AI Compute.
- e. Preparation and submission of Manpower Deployment plan and schedule with list of staff to be deployed under the project during different parts/stages of the project.
- f. Preparation and submission of schedules of supply, Installation, testing and commissioning of DDRC.

B. Design of the data center and auxiliary services Design phase would consist of the following activities:

- a) Physical Infrastructure comprising of Civil, Electrical, and Mechanical & Plumbing works required to build a Data Centre.
 - i. Furnish site map, site evaluation and analysis report with basic approach to circulations, activity distribution, interaction and external linkages.
 - ii. Surveying and soil investigation of the site.
 - iii. To prepare Architectural conceptual drawings considering requirement and shape of land as Per Jodhpur development authority BAR guidelines for green Buildings, detail / working drawing after approval of conceptual design of the building and Landscaping. The Architect should give the detail plan, elevation and sectional drawings
 - iv. All drawing should be correlated for various services with clash

analysis

- v. Building Information Modeling
- vi. Model of the building approved in size of 4'(Ft.) x 4'(Ft.)
- vii. Earthquake resistant structural design and drawing,
- viii. Design and drawing of building services like Electrical LT and HT, Electrical substation, c o m p u t e r networking, LAN wired and wireless , CCTV, EPABX with IP Phones & telephone wiring, Access control, Passenger & material handling elevators, escalators, solar Electrical Generation system, firefighting, fire exit, fire detection, Hydrogen sensor in UPS Room, Air conditioning with fresh air requirements, conference system etc.
- ix. The various Building services drawings should be well coordinated for ease in execution and provision of one service should not foul with other services.
- x. Sanitary, water supply, plumbing sewerage details.
- xi. Reflected ceiling designs and flooring details.
- xii. Furniture layouts, Sitting plans, stair case layout, Kitchen pantry, toilet details, Joinery details, window design and details.
- xiii. Solar power generation layouts.
- xiv. Detailed bill of material calculations to arrive for Bill of Quantities and also prepared estimates for shifting of existing utility services, dismantling of existing structure if required.
- xv. Landscaping horticulture and floriculture design and details.
- xvi. The building should be designed for 5-star rating as GRIHA Rating system for Green Buildings along with sun path analysis and walk through in 3 D Max or higher software.
- xvii. To get proof checking of structural design and drawings, for projects by IIT's / NIT's.
- xviii. Provide as built drawings in hard and soft copies, operation manuals and to get approval of completion certificate from local authorities and concerned department.

- b) Multi-layer physical security infrastructure to prevent unauthorized access to the Data Centre

Detailed design layout of the proposed Data Centre in line with AI design also.

Some of the key considerations for designing the DDRC are given below:

- a) Scalability- It is the responsibility of the bidder to provide horizontal and vertical scalability to all the components of data center. A scalable system is one that can handle increasing number of requests without adversely affecting the response time and throughput of the system
- b) Availability
- c) Interoperability
- d) Security

e) Manageability

- c. **Civil, MEP, Building Services -Work for Construction of Building for Data center and auxiliary services** the work requires construction of building as per details mentioned in Annexure-1 which involves stone/Brick Masonry, RCC Slab, Plaster Work, Flooring, False ceiling, False Flooring, Painting, Electrical, Plumbing, Sewerage, Ancillary Development works, complying to standard specifications of CPWD/Rajasthan PWD in Jodhpur city.

The following is the major work to be undertaken for construction of building:

- a. The work includes dismantling and demolishing work, Earth work, anti-termite treatment for new construction, mortar, concrete ,RCC work including steel shuttering , Brick / stone masonry , Marble /granite/tile work, steel and fencing work, Roofing , finishing work , water proofing , wood work , Aluminum & PVC work, water supply , drainage & disposal , Toilet and Pantry related work , 33 KV Substation ,LT and HT electrical works including panels comprising of (Main Panel, Distribution Panel, APFC Panel, AMF Panel, Harmonic Suppression Panel etc. as required for data center application) ,outer development works ,Access flooring , False ceiling work, Debris removal as per specifications of PWD and as per detailed drawing and makes approved by department .
- b. The work is of turnkey nature from Electrical and water connection to completion of the work
- c. The firm should use all latest equipment's for civil construction like tower crane, weigh bridge, mixing plant, all latest equipment and tools for civil and other building services. The bidder should establish onsite test lab with all equipment's for testing of civil construction material and MEP services.
- d. Sufficient manpower and supervisor for civil and MEP services
- e. Temporary labor for daily cleaning during construction period/ watch and Ward, temporary hutments, Electricity and water payment during construction phase, digging of borewell
- f. All constructions and services should be as per IS codes, NBC, ASHRAE TC 9.9, NFPA, IEEE, TIA 942 for strength and specifications of material

D. Supply and installation of

- a) All active and passive components
- b) Racks, Physical infrastructure components such as UPS, Isolation Transformers and Air- Conditioning System, Fire Detection and Control System, Diesel Generator Units, Lighting system, Power, CCTV Surveillance systems and cabling etc.

The bidder would be required to undertake all the necessary civil, electrical, mechanical & plumbing works including false ceiling/ flooring, partitioning, furniture, installation of electrical component, cable laying and other necessary services to create the Non - IT/ Physical infrastructure at the DDRC site for the preparation and establishment of DDRC site as per the indicative layout diagram to be provided in the RFP document by tendering authority for areas such as Server farm, NOC, BMS, UPS room, Reception area, Telecom room, Media room, Staging area etc. Site can be

inspected by bidder for accessing the AS-IS conditions.

E. TESTING, TRAINING and COMMISSIONING

- i. Commissioning & Acceptance Testing shall involve the completion of the Data Center site preparation, supply and installation of the required components and making the Disaster Data Recovery Center cum AI Compute available to Rajasthan State for carrying out live Operations and getting the acceptance of the same from the tendering authority
- ii. Capacity Building: Training on State data center infrastructure
- iii. Documentation: All documentation generated during design, installation and commissioning phase shall mandatorily be made available to the tendering authority.

5.2 Operation and Maintenance phase

The following services shall be considered:

- I. Asset Management Services
- II. Preventive Maintenance Services
- III. Corrective Maintenance Services
- IV. Configuration and reconfiguration/rollback of equipment's/services
- V. Vendor Management Services
- VI. Help Desk Support
- VII. BMS Services
- VIII. Civil, MEP and Building Services

6. BIDDING PROCESS

- 1) The complete EoI document shall be placed on e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the website and pay its price while submitting the proposal to the procuring entity.
- 2) 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.
- 3) The EOI bids will be opened as per schedule mentioned in NIB.
- 4) All the documents comprising of Bid shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- 5) The bidding process will take place in two stages as described below:

Stage-1: Floating of the EOI and receiving responses in line with the eligibility criteria.

Stage-2: Based on the proposals received in response to this Expression of Interest (EOI), a detailed Request for Proposal (RFP) shall be prepared after evaluation of the EOI submissions by DoIT&C. DoITC reserves the right to determine the Stage-2 selection criteria based on the outcome of the Stage-1 evaluation.

Participation in the RFP shall be limited either to the bidders who qualify the eligibility criteria under the EOI or through an Open Bidding process, as may be decided by DoIT&C.

The bids received in Stage-2 shall be evaluated strictly in accordance with the techno-commercial evaluation criteria, terms and conditions, and selection methodology specified in the RFP. The successful bidder shall be selected in accordance with the evaluation and selection process prescribed therein.

6) Pre-Bid Meeting

- The bidders or their official representatives are invited to attend a pre-bid meeting, scheduled as per NIB.
- The purpose of the meeting will be to clarify issues and to answer questions on any matter related to EOI.
- Response to pre-bid queries will be put on DoIT&C website.
- Queries can only be submitted by those bidders who have purchased the tender and submitted the copy of receipt of tender fee.

7) Submission of Proposal

- Bidders must submit their proposal online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- The response to EOI shall consist of following documents

S. No.	Document Type	Document format
1.	RISL Processing Fee: Rs. 2500/- (Rupees two thousand and Five hundreds only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". Bidding Document Fee: Rs. 5000 (Rupees five Thousand only)	Proof of submission (PDF)
2.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the proposal/ contract on behalf of the firm.	As per Annexure-3 (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the pre-qualification criteria.	As per the format mentioned against the respective eligibility criteria clause (PDF) for pre-qualification criteria
4.	All the documents mentioned in the "Eligibility Criteria", in support of the technical-qualification criteria	As per the format mentioned against the respective eligibility criteria clause (PDF) for technical qualification criteria
5.	Technical Proposed Solution	As per Annexure-1 (PDF)
6.	Bidders Details	As per Annexure-9

- 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/ content may lead to the rejections of the Bid submitted by the bidder.
- All the documents uploaded should be digitally signed with the DSC of authorized signatory.

7. GENERAL TERMS AND CONDITIONS:-

- The bidder shall bear all costs associated with the preparation and submission of the EOI. RISL will not be responsible for those costs, regardless of the conduct or outcome of the bidding process.

- ii) The bidder shall sign the EoI form on each page and at the end, in token of acceptance of all the terms and conditions of the tender.
- iii) The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submit a proposal not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
- iv) Any change in the constitution of the company, etc., shall be notified forthwith by the contractor in writing to the Purchase Officer, and such change shall not relieve any former member of the company, etc., from any liability under the contract.
- v) The above procurement shall be governed by the rules and regulations of the Rajasthan Transparency in Public Procurement (RTPP) Act, 2012.
- vi) All disputes arising because of differences in opinion or otherwise would be subject to the jurisdiction of the courts in Jaipur only.

8. Disqualification

- a) DoIT&C/RISL may, in its sole discretion and at any time during the processing of EoI, disqualify any bidder from the EoI process if the bidder has:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - If found to have a record of poor performance, such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - Submitted an EoI which is not accompanied by required documentation, Tender fees or is non-responsive.
 - Failed to provide clarifications related thereto when sought.
 - Submitted more than one EoI. This will cause the disqualification of all or subsequent to first EoI submitted by such applicants.
- b) Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including, without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

ANNEXURE-1: TECHNICAL SOLUTION

The land measuring 25,000 square meters has been allotted to Department of Information Technology & Communication (DOIT&C) at **Khasra No. 98, Village Lordi Panditji, Jodhpur**. A Tier-III disaster recovery data center is to be constructed on the allotted land. The estimated total power requirement, considering the proposed load, is **approximately 50 MW**.

S. No.	Particulars	Area/Scope	Detail
1.	Land Area	25000 sq. mtrs	227 mtrs. x 110 mtrs.
2.	Land Area after leaving periphery	19000 sq. mtrs	9 mtrs. periphery to be left (See map) for movement.
3.	Proposed Utilisation of land	- 132 KVA Substation - Data Center Building - Utility Building - Residential Building - Open Parking - Open Yard for DG sets	Gas Insulated DC for 600 racks For Chiller, Transformer etc 20 flats For 70-80 vehicles For 10-15 DG Sets
4.	132 KVA Gas Insulated Substation	100 mtr. x 100 mtr.	9000 – 10000 sq. mtr.
5.	Utility Building	1500 sq. mtrs.	For chiller, transformer, HT Panel etc.
6.	Open Yard for DG Sets	1000 sq. mtrs.	To accommodate 10-15 DG set (6 mtr x 15 mtr.)
7.	Data Center Building	Five storey Building. Each floor to accommodate two pods of 100 racks each Approx. area to be occupied by racks: GPU rack – 50 sq. ft. CPU rack – 40 sq. ft. Approx. 10,000 sq. ft. space for two pods per floor	GF – 2 pods for GPU racks (1 pod area to be occupied initially) FF - 2 Pods to be kept for installing panels, UPS and batteries SF – 2 Pods for CPU racks. Both pods to be filled with racks. TF – 2 pods to be kept for future expansion FF - Office space for 125 persons.
7a.	Ground Floor - GPU Pods	Two pods for AI-GPU racks	One pod – 100 racks x 100 kw each (10 mw) Second Pod also to have capacity of 10 mw installation
7b.	First floor – for UPS & Batteries installation		Two pods space for panels, UPS and batteries

7c.	Second Floor - CPU Pods	Two pods of 100 racks each for CPU racks	Two pods – 200 racks x 30 kw each (6 mw)
7d.	Third Floor- for future expansion	Two pods of 100 racks each	Provision to be kept for 200 racks x 60 kw (12 mw)
7e.	Fourth Floor	Office Space	Room for Project In charge-IT, Project In charge Non-IT, Committee room, Two NOC – 30 pax each One SOC – 20 pax BMS Room – 10 pax Media room
8.	Residential Building	20 Flats with kitchen and dining room on ground floor.	10 Flats with 2 bedrooms 10 Flats with 3 bedrooms Mess and dining room
9.	Parking Space	1000 sq. metre (two floors- GF & FF)	To accommodate 70-80 vehicles

Major Features:

- Green Building – GRIHA Certified
- Integrated Building Management System
- Access Control System
- Fire Suppression System
- Smoke Detection System (VESDA) & Gas Suppression System
- Pest/Rodent Repellent System
- Water Leak Detection System
- Chillers (Liquid Cooled)
- Rear Door Heat Exchange
- Water tanks and Pumps
- PA System
- Air Conditioning and VRV and PAHU
- Modular UPS with Lithium-ion batteries
- Distribution Panels – HT Panel and LT Panel
- Transformers
- DG Set
- Bus Trunking/Bus bars
- Coolant Distribution Unit (CDU)
- Liquid Cooling using Chillers
- CCTV Surveillance System
- Earthing, PDU, Cable trays etc.
- Office Lighting
- Physical Security

ANNEXURE-2: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Note: Queries can only be submitted by those bidders who have purchased the tender and submitted the copy of receipt of tender fee.

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

S. No.	RFP Page No.	RFP No.	Rule	Rule Details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

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:

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference

ANNEXURE-6: INDICATIVE FORMAT FOR CONSORTIUM AGREEMENT

(On non-judicial stamp paper of appropriate value to be purchased in the name of executant's companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this day of..... Two Thousand

By:

M/s. a Company incorporated under the laws of..... and having its registered office at..... (hereinafter called the "Lead Member/First Member" which expression shall include its successors); and

M/s. a Company incorporated under the laws of and having its registered office at..... (hereinafter called the "Second Member" which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Bid") for the work of(Name of work).....for (Name of project) of M/s..... to Government of Rajasthan (GoR)/ Department of Information Technology & Communications, Govt. of Rajasthan (herein after called the 'Owner' or 'DoIT&C'), office at IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, India (hereinafter called the "Owner/GoR/ DoIT&C") in response to GoR/ DoIT&C Request for Proposal Document (hereinafter called as" RFP" Document) Dated..... for the purposes of submitting the bid no and entering into a contract in case of award for the work of (Name of work)for(Name of project) of GoR/ DoIT&C.

WHEREAS, the Owner invited bids vide its RFP document no. for the work of AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the Owner vide proposal dated.....based on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and submission documents, in accordance with the requirement of PQ document conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause _____ of RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to GoR/DoIT&C and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be.....Consortium.
2. M/s. shall act as Lead Member for self, and for and on behalf of M/s (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

3. That M/s _____ which is the Lead Member of the Consortium shall invest and continue to invest % (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period as specified in the RFP document.
4. That M/s _____, (Second Member) shall invest and continue to invest % Interest of the Consortium for the Lock in Period as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/DoIT&C.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under:

S.No.	Project Component/Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium
1			
2			
3			
4			

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ DoIT&C, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GoR/ DoIT&C suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ DoIT&C on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GoR/ DoIT&C, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/DoIT&C.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.
15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/DoIT&C.
16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.
17. Any other terms and conditions not in contradiction to the RFP and above-mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated 1) Witness 2) Witness	For and on behalf of M/s..... (Lead Bidder) (Signature of authorized representative) Name: Designation:
Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated 1) Witness 2) Witness	For and on behalf of M/s..... (Second member) (Signature of authorized representative) Name: Designation:

ANNEXURE-7: DRAFT AGREEMENT FORMAT (to be mutually signed by successful bidder and procuring entity)

This Contract is made and entered into on this _____ day of _____, 2016 by and between Department of Information Technology & Communications, Govt. of Rajasthan, having its head office at IT Building Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DoIT&C) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (Herein after referred as the "Successful Bidder/ 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

The supplier 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 vide Letter No. _____ dated _____, on which M/s _____ 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 DoIT&C along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by DoIT&C to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-I: Bill of Material" 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 DoIT&C 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 DoIT&C 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 and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

- Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - The maximum amount of agreed liquidated damages shall be 10% of the value of the delayed deliverables.
 - 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.
 - Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2013.

Signed By:	Signed By:
() Designation: Company:	Secretary & Commissioner Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan

ANNEXURE-8: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT (to be mutually signed by successful bidder and procuring entity)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement ("Agreement") is made on this _____ day of _____, 2016

BETWEEN

Department of Information Technology & Communications, Govt. of Rajasthan, having its head office at IT Building Yojana Bhawan Campus, 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/ Supplier/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 DoIT&C wishes to appoint an agency for Selecting Agency for establishment and maintenance of Disaster data recovery center cum AI Compute (DDRC) on Design, Build, Operate, Maintain and Transfer (DBOMT), Jaipur. For the purpose there will be a requirement to exchange certain information related to or hosted in State Data Centre (SDC) which is proprietary and confidential information.
- b. The DoIT&C is willing to disclose such information to only on the terms and conditions contained in this Agreement. The SI agrees to hold the Covered Data and Information in strict confidence. SI shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/DoIT&C except as permitted or required by the Agreement, or as otherwise authorized in writing by DoIT&C.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

1.1. "Confidential Information" shall mean

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

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 Data Centre (DC) 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 DoIT&C and/or other departments/PSU whose data are hosted in DC shall be used by the SI solely for the purpose of fulfillment of the obligation and work assigned to it as per order no. _____ and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by DoIT&C or its representative. SI 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 SI without the express written permission of the DoIT&C, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. _____.
- 2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the SI 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 SI shall be treated as a breach of this Agreement by the SI.
- 2.4. Confidential and Proprietary Information shall not be disclosed by the SI 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 SI; or
 - b. was, at the time of receipt, otherwise known to the SI without restriction as to use or disclosure; or
 - c. becomes known to the SI from a source other than the DoIT&C and/or other departments/PSU without a breach of this Agreement by the SI; or
 - d. is developed independently by the SI 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 SI shall not
 - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
 - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the DoIT&C, without the prior written consent of the DoIT&C.
- 3.2. Whereas, the DoIT&C as a matter of policy and with a view to operate and maintain DC has given order to the SI Work Order No for establishment and maintenance of Disaster data recovery center cum AI Compute (DDRC) on Design, Build, Operate, Maintain and Transfer (DBOMT), Jaipur. as specified in the service level agreement (SLA).
- 3.3. Whereas, the DoIT&C under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e., person or persons (employees of SI), had entered into an agreement with the SI 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 SI 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 SI 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 SI 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 SI shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the DoIT&C and if this is violated, the DoIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.6. Whereas, the DoIT&C shall have the entire control over the functioning of the SI and the SI shall work according to the instruction of the DoIT&C and in case if this is violated by the SI in any mode or manner, the DoIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

- 3.7. Whereas, if the SI permits any person or persons without permission of the DoIT&C to have –
- a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
 - b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment's 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 programs residing in such Server, computer system or computer network;
 - d. Denies or causes the denial of access to any authorized person of the DoIT&C to have access to any computer system or computer network by any means;

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

3.8 SI shall report to DoIT&C any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by DoIT&C. SI shall make the report to DoIT&C within not less than one (1) business day after SI learns of such use or disclosure. SI 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 SI has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e) What corrective action SI has taken or shall take to prevent future similar unauthorized use or disclosure.

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

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

4. Dispute Resolution:

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

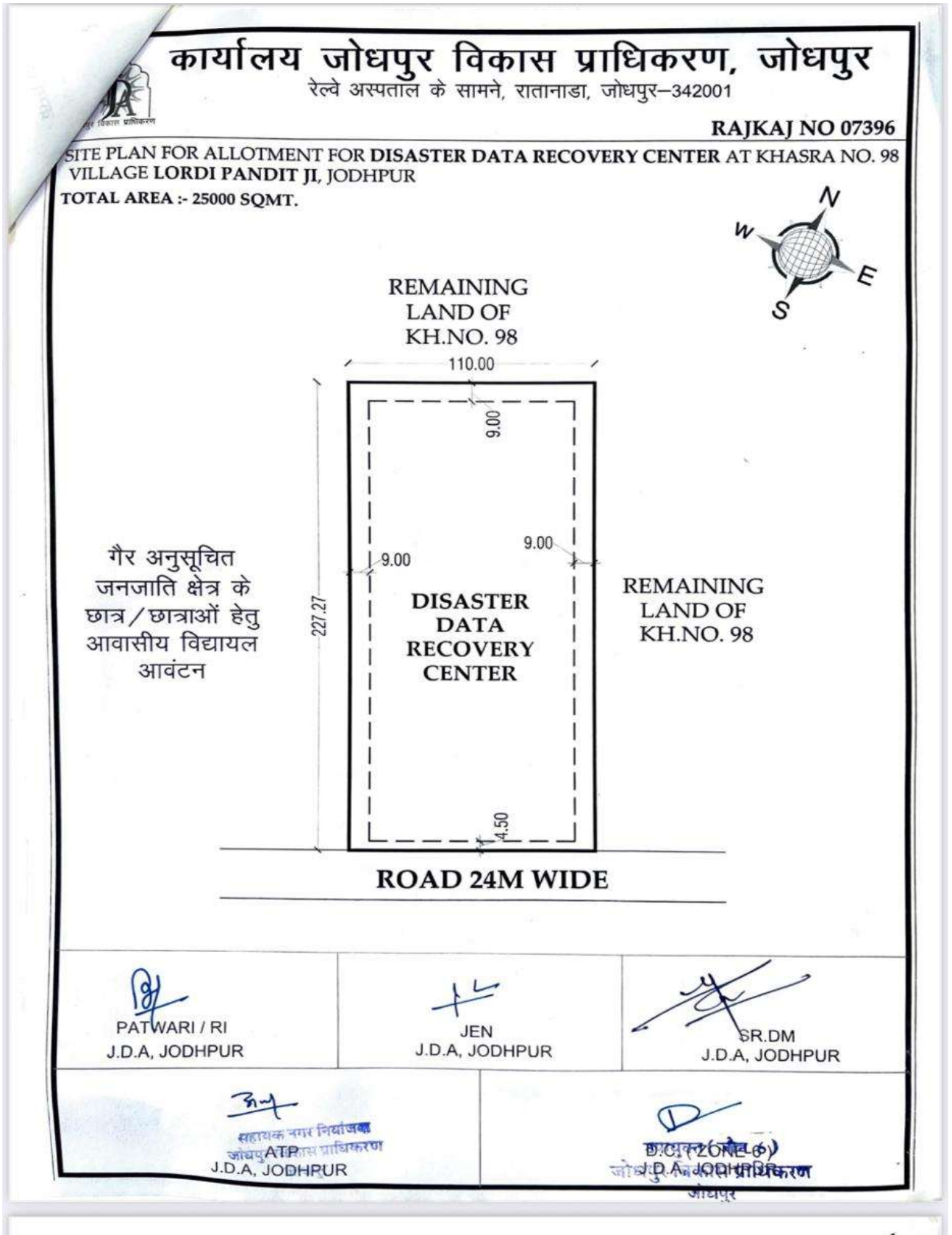
IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written.

Signed By:	Signed By:
() Designation: Company:	Secretary & Commissioner Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan

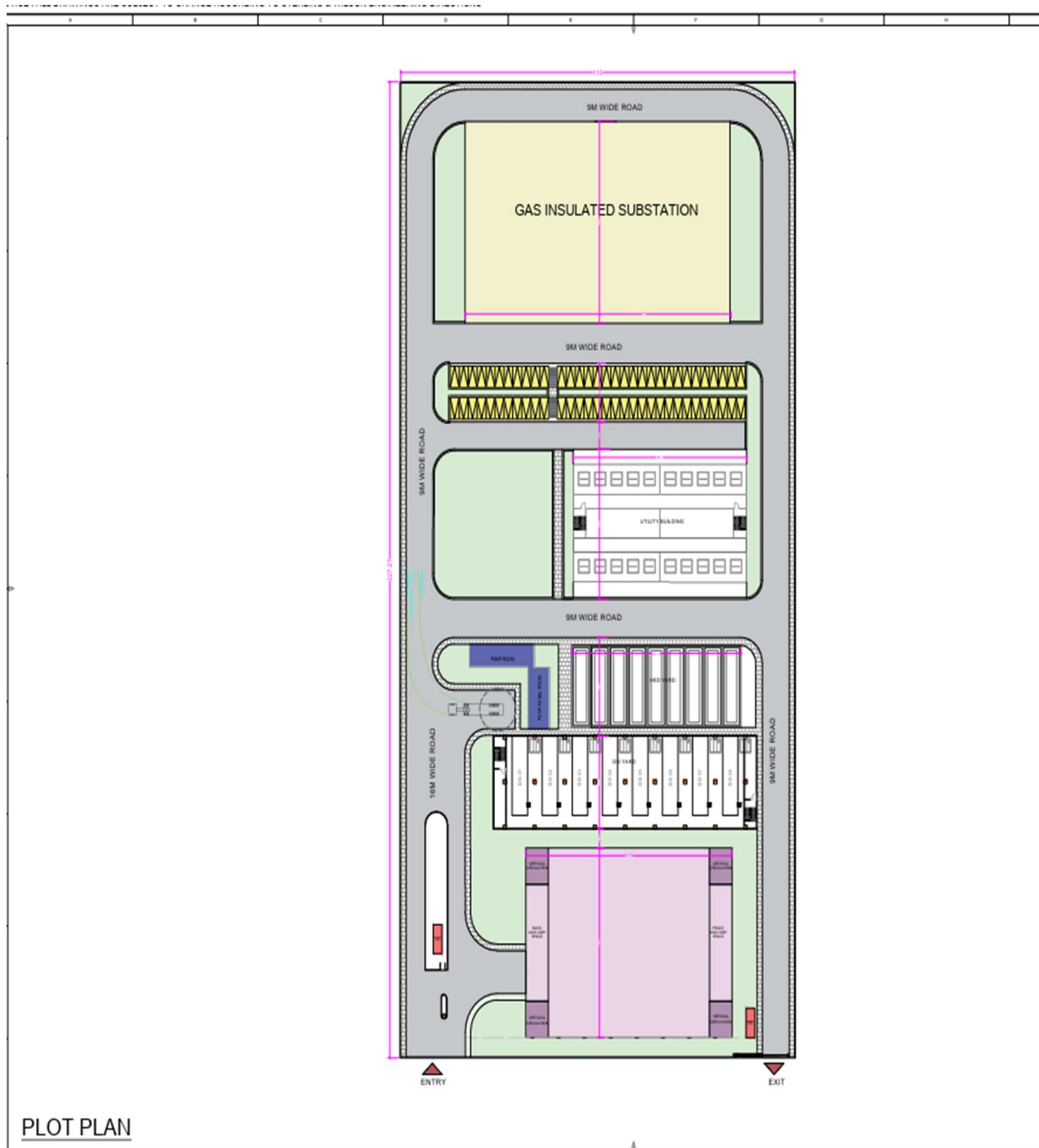
ANNEXURE-9: Bidder's Details

1.	Name of Bidder (If any consortium, specify name of both lead bidder and consortium partner)			
2.	Name of Contact Person			
3.	Registered Office Address			
4.	Address of the bidder from which bid is submitted			
5.	Year of Establishment			
6.	Type of Firm	Public Limited	Private Limited	Others
	Put Tick (☐) mark			
7.	Telephone Number(s)			
8.	Email Address/ Website	Email:	Web-Site:	
9.	Fax No.			
10.	Mobile/ Pager Number	Mobile:	Pager:	
11.	Service Tax No.			
12.	VAT/CST No:			
13.	PAN NO:			
14.	Area of Specialization			

ANNEXURE-10:



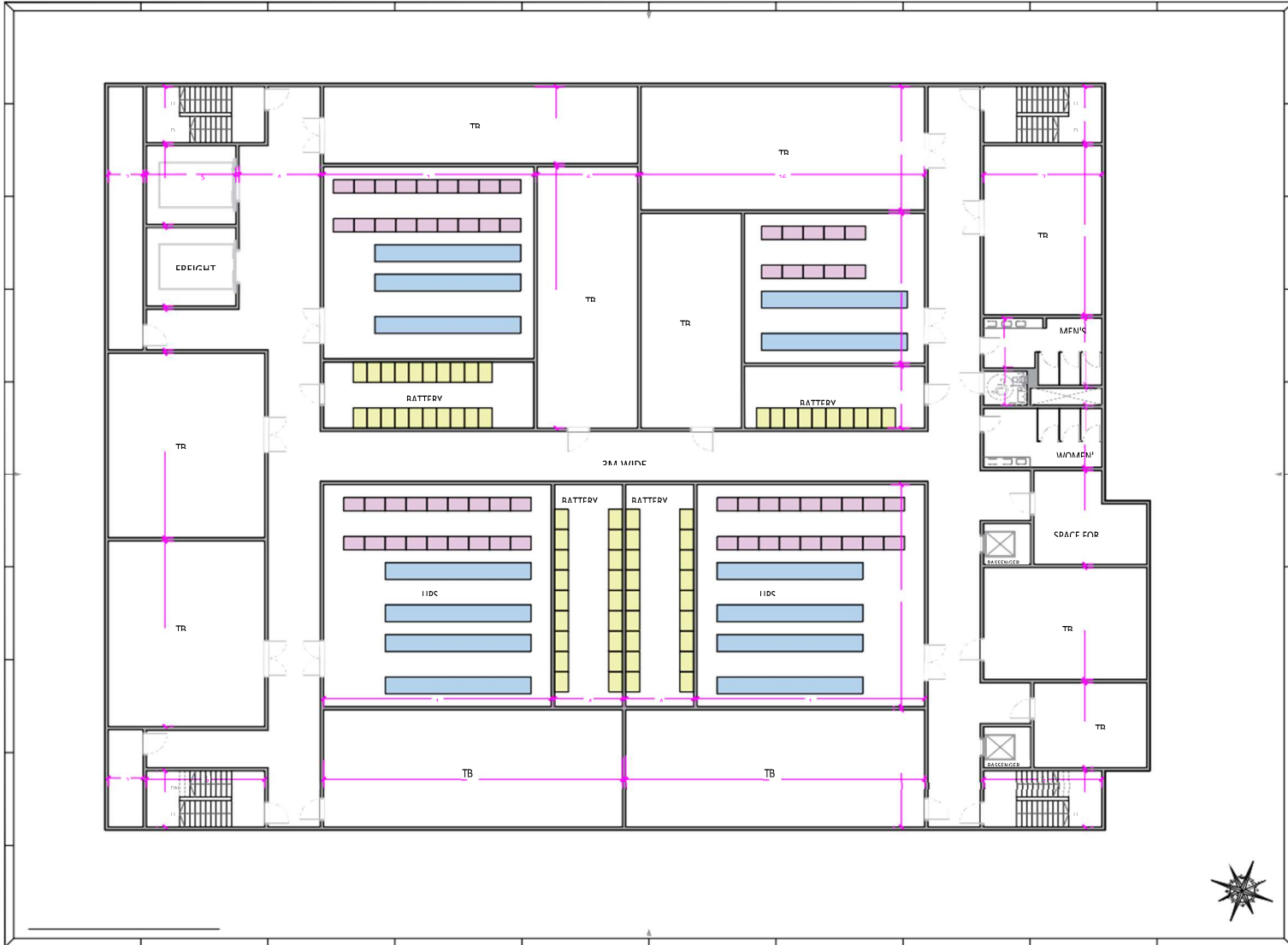
ANNEXURE-10 : Indicative site plan



Ground Floor



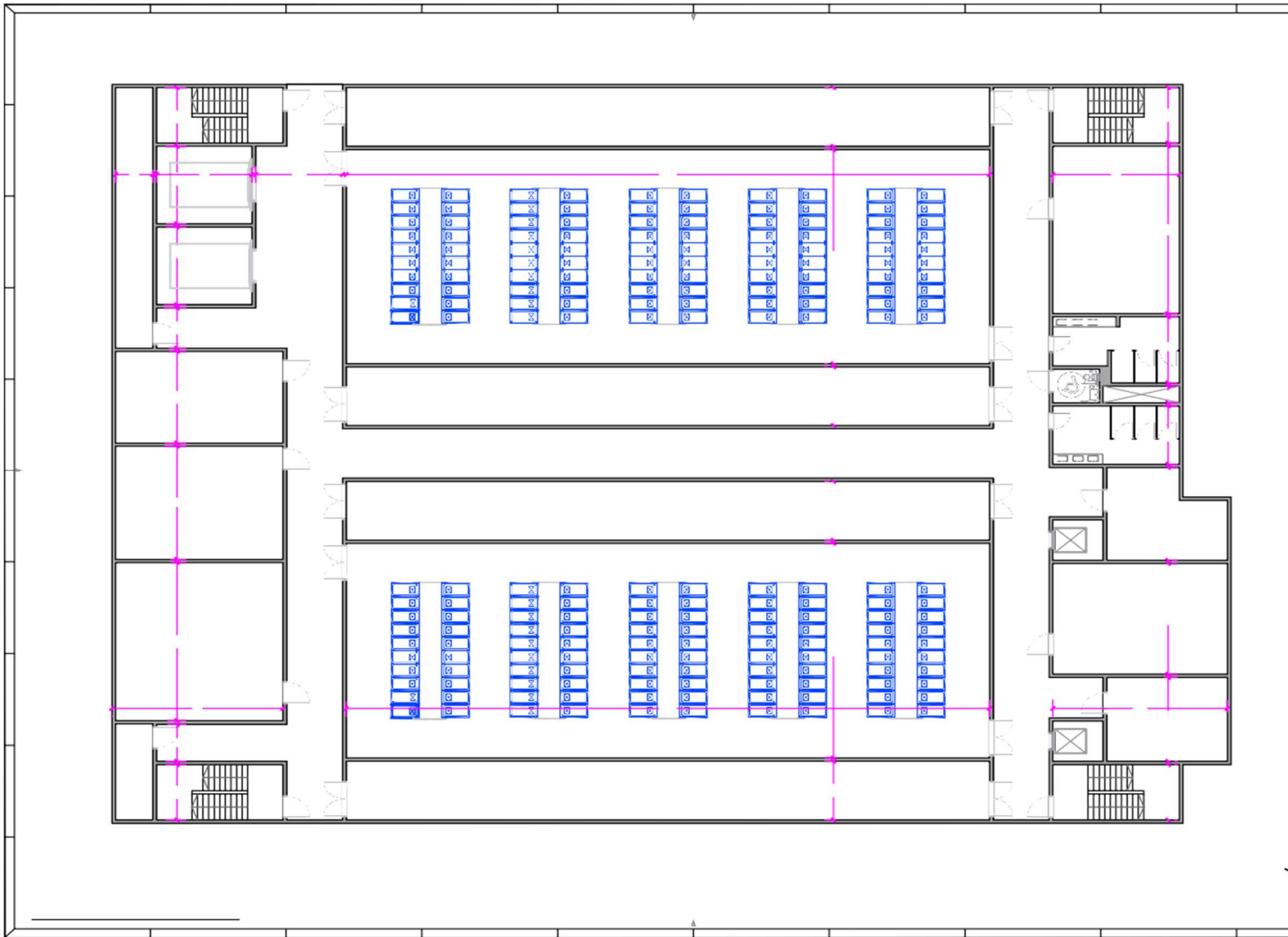
First Floor



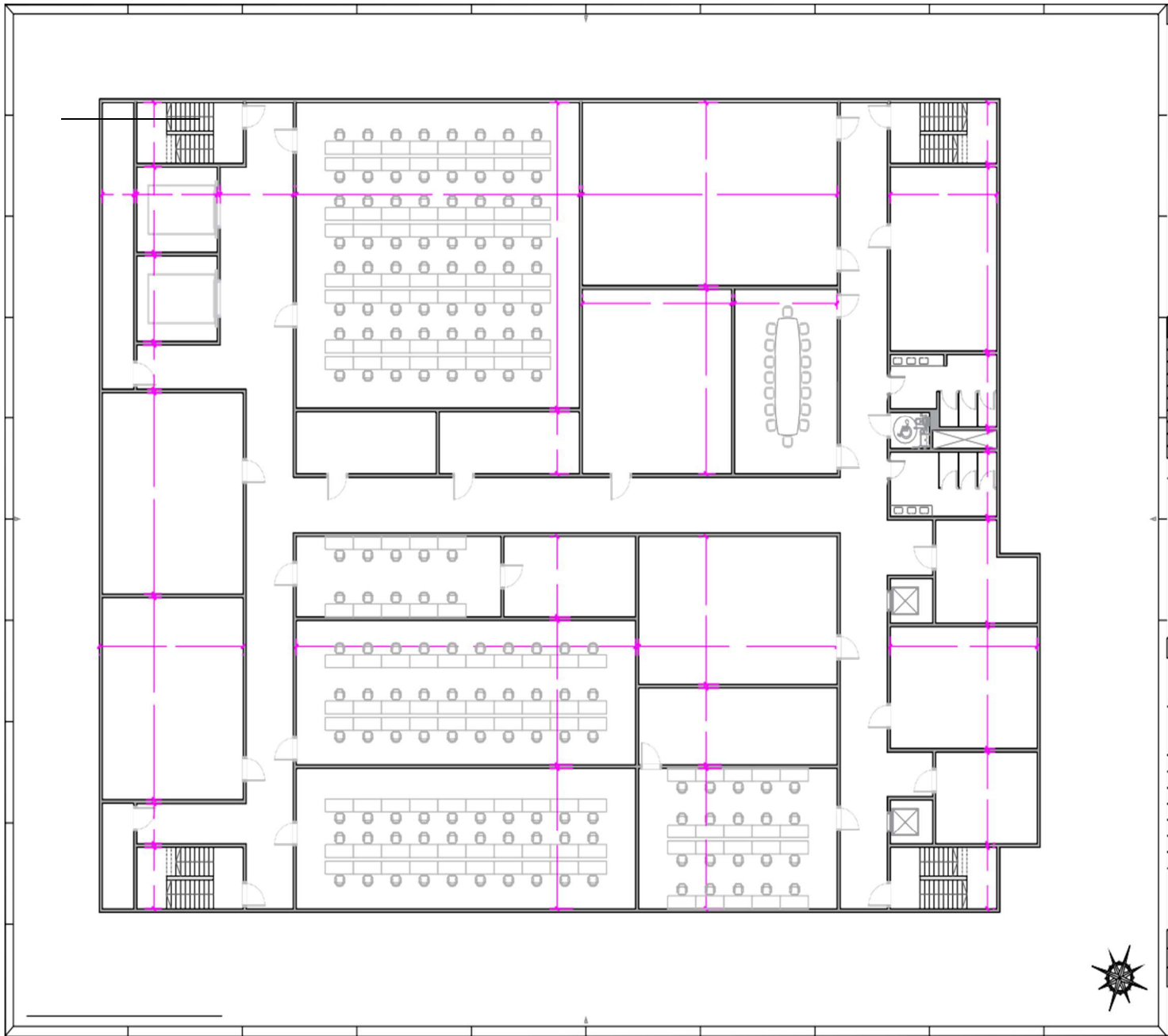
Second Floor



Third Floor



Fourth Floor



ANNEXURE-11: List of Approvals

Bidder has to coordinate and liaison with concerning department and local authorities for approvals and the fees will be paid by DoIT&C as per actual. The following is indicative list of approvals and clearances required for executing the project:

1. construction activity and Building Plan approvals
2. Structural design verification
3. Fire NOC
4. Pollution Control Board NOC
5. Use and storage of explosives NoC
6. Land use plan approval
7. Approval for change in land use
8. Completion-cum-Occupancy Certificate
9. Electrical connection from Jodhpur Vidhyut Vitran Nigam Limited (JVVNL)
10. Electrical inspectors' approval
11. sewerage connection from Local body
12. water connection from Public Health Engineering Department (State)
13. NOC for construction / augmentation
14. Relaxation in respect of density/ ground coverage/ FAR/ setbacks/ height
15. NOC from Airport Authority
16. NOC from the Road Owning Agency