

CENTRAL UNIVERSITY OF RAJASTHAN

Bandarsindri – 305817 Distt. Ajmer, Rajasthan



TENDER NOTICE & DOCUMENT FOR ESTABLISHMENT OF A DATA CENTRE at Central University of Rajasthan

S. No.	Contents	Page No.
1.	Schedule of tender	03
2.	Tender notice	04
3.	Important notes to bidders	05-06
4.	Eligibility criteria and special terms and conditions	07
5.	Terms and conditions of tender	08-16
6.	Technical specifications and Annexure A-1	17-24
7.	Tender Form (Techno Financial Un priced Bid)	25
8.	Tender Form (Priced Bid)	26
9.	Price Schedule	27-31
10.	Format of Performance Bank Guarantee	32
11.	Declaration Regarding Blacklisting/ Debarring for Taking Part in Tender	33
12.	Technical Specifications Compliance Sheet	34
13.	Check list for terms and conditions	35
14.	Integrity Pact	36-37

CENTRAL UNIVERSITY OF RAJASTHAN
(Established under the Central Universities Act 2009)
Bandarsindri – 305817 Dist. Ajmer, Rajasthan.
www.curaj.ac.in

1. Schedule of Tender:

Tender document for establishment of “Data Centre” at Central University of Rajasthan.

Sealed tenders are invited from the reputed OEM/ authorized dealers/firms etc. for **establishment of “Data Centre”** with **“Part A”** as Technical Bids and **“Part B”** as Financial Bids. The details are as follows:

S. No.	Name of the Equipment	Quantity	Amount of E.M.D (Rs.)	Tender Fee
1.	Establishment of a Data Centre	01	8,00,000.00	Rs.1000/- Tender fee Nil, if downloaded from website.

Tender Document upload (publish) date/time : 15-07-2022 up to 5.00 P.M.
Pre-Bid Meeting : 27-07-2022, 11:00 AM onwards
Last Date of Submission of Tender : 05-08-2022, up to 02.30 P.M.
Date of opening of Tender (Technical Bid) : 05-08-2022, 03.00 P.M.

Type of Tender: Two Bid Systems.

Mode of EMD and Tender fee: Bidders should send separate D.D. for Tender Fee and EMD (Refundable without any Interest) in favor of Central University of Rajasthan, payable at Kishangarh/ Bandarsindri.


NOTE:

1. If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.
2. The bidders who fail to submit the required tender fee, if applicable and EMD, their techno financial bids will not be considered for opening.
3. Bidder or their authorized representatives may attend the opening of the tender.

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2. TENDER NOTICE

**Tender Notice for establishment of “Data Centre”
at Central University of Rajasthan**

 <p>Central University of Rajasthan NH-8 Bandarsindri, Kishangarh, Distt-Ajmer-305817 Tel: 01463 – 238755 Website www.curaj.ac.in.</p>	<p>CURAJ/Purchase/Tender/2022-23/138/1377 Dt. 15.07.2022</p>
<p><u>TENDER NOTICE</u></p> <p>Sealed quotations are invited from the Manufacturers, Authorized Dealers/ Firms for establishment of “Data Centre” at Central University of Rajasthan. Quotations completed in all respects along with technical and price bids should reach the office of the undersigned on or before 05.08.2022 up to 02.30 P.M. Technical Bids will be opened on same day at 03.00 P.M. in the presence of available bidders, if any. For further details, please visit our website www.curaj.ac.in and CPP Portal i.e. https://eprocure.gov.in</p> <p style="text-align: right;">Registrar</p>	

राजस्थान केन्द्रीय विश्वविद्यालय में “Data Centre” की स्थापना लिये निविदा सूचना ।

 <p>राजस्थान केन्द्रीय विश्वविद्यालय राष्ट्रीय राजमार्ग 8, किशनगढ़ जिला अजमेर 305817 दूरभाष: 01463– 238755 वेबसाइट www.curaj.ac.in</p>	<p>सी0यू0आर0ए0जे0 / क्र0य / टेण्डर / 2022-23/138/1377 दिनांक: 15.07.2022</p>
<p><u>निविदा सूचना</u></p> <p>विश्वविद्यालय में “Data Centre” की आपूर्ति एवं स्थापना के लिये निर्माताओं/अधिकृत विक्रेताओं/फर्मों से मुहर बंद निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता मुहर बंद लिफाफे में पूर्ण रूप से भरी हुई निविदा (तकनीकी और वित्तीय) अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 05.08.2022 को अपराह्न 02.30 बजे तक भेज सकते हैं। प्राप्त निविदायें उसी दिन अपराह्न 3.00 बजे निविदाकर्ताओं की उपस्थिति में खोली जायेंगी, यदि हों। निविदा सूचना एवं विस्तृत जानकारी विश्वविद्यालय वेबसाइट www.curaj.ac.in एवं CPP Portal https://eprocure.gov.in पर उपलब्ध है।</p> <p style="text-align: right;">कुलसचिव</p>	

Central University of Rajasthan, Ajmer, invites sealed tenders as a “2 Bid System” from reputed original equipment manufacturers/ authorized dealers/ suppliers for establishment of a **Data Centre at Central University of Rajasthan**, in two parts, “Part A” (Technical Bid) and “Part B” (Financial Bid). The detailed terms & conditions, name of items etc. can also be downloaded from the website www.curaj.ac.in or CPP Portal i.e. <https://eprocure.gov.in>. All other amendment/ modification/ Corrigendum in future will only be published on the website www.curaj.ac.in or CPP Portal i.e. <https://eprocure.gov.in>

3. Important Notes to the Bidder:

1. Central University of Rajasthan, Bandarsindri, invites tenders under “2 Bid system” for establishment of a **Data Centre** as per the specifications given in the “Annexure A.
2. Tender document can be downloaded from the University website at URL Link: or Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and <http://www.curaj.ac.in/tenders>.
3. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender process.

All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in pencil will be ignored. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or DGS&D or any organization and that if during the years at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid. University is entitled for concessional GST @ 5% as per Notification No. 45/2017 –(Central Tax Rate) and Notification No. 47/2017-(Integrated Tax Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE(1115)/2018 dated 12-10-2018 for availing concessional Custom Duty.

4. The prescribed tender documents should be submitted in one sealed envelope duly super scribed with “Establishment of data Centre” at Central University of Rajasthan at Bandarsindri, Ajmer (Rajasthan)”. This sealed envelope should contain three sealed envelopes marked A, B, & C as prescribed as under:
 - a) Envelope A containing appropriate Tender Fee & Earnest Money Deposit (EMD) in the form of Demand Draft in favor of CENTRAL UNIVERSITY OF RAJASTHAN payable at Bandarsindri, Kishangarh/Madanganj. Tender shall be rejected if the Earnest money D.D.’s are not found in proper order.
 - b) Envelop B containing the Technical Bid along with the supporting documents. (See Terms & Conditions for more details)
 - c) Envelop C containing the Financial Bid.
The tender document should be sent to:
The Registrar
Central University of Rajasthan
N.H.-8 Road, Jaipur-Ajmer Highway,
Bandarsindri, Kishangarh, Distt. Ajmer,
Rajasthan- 305817
5. The complete tender document is to be signed with seal & is to be placed in the separate envelope along with the necessary required documents.
6. Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer for refund of EMD.
7. All bids must be delivered to the above office up to the date and time indicated above. Bids will be opened in the presence of Bidders’ authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
8. Any clarification regarding tender specification before submission of tender document can be discussed with the Officer Incharge (Purchase) 01463-257515 and email id is oic.purchase@curaj.ac.in.
9. Please Note that the tender document is subjected to verification with the original document, and if any discrepancy is found, the tender would be rejected. Tenders (Technical Bid) will be opened first in the presence of the attending vendors.

Registrar
CENTRAL UNIVERSITY OF RAJASTHAN
Bandarsindri, Rajasthan

CENTRAL UNIVERSITY OF RAJASTHAN

(To Be Filled By the Vendor/ Bidder)

1. Nature of the Equipment/Instrument:
2. Name of the Vendor:
3. Full Address of the Vendor:
4. Telephone/ Mobile No.
5. Fax. No. (If any)
6. Registration No. of Firm
7. PAN
8. GST Registration No.
9. Details of the D.D.

For **Tender Fee (Non-Refundable)** : D.D. No. _____ dated _____

For **E.M.D Amount (Refundable)** : D.D. No. _____ dated _____

Drawn from the bank _____

Seal and Signature of the bidder/Vendor

4. ELIGIBILITY CRITERIA AND SPECIAL TERMS AND CONDITIONS

A. ELIGIBILITY CRITERIA FOR TENDERS:

The applicant must fulfill the following eligibility conditions and has to submit documentary evidences in its support while submitting the application:

1. The Firm must have Permanent Account Number (PAN)
2. The Firm should be established IT Company / IT System Integrator and should have been engaged in IT projects / solutions business for a period of at least ten years as on 31.03.2022.
3. Firms should have experience of establishing Data Centre in at least 2 reputed Institutes/ Universities in India. The purchase order copy & satisfactory performance from the Competent Authority of the institution/ university in which it is running should be enclosed along with the proposal.
4. The service provider blacklisted by any Govt. Department or by any other organization is not eligible.
5. Vendor is required to depute at least one resident engineer at the site for 01 year at his own cost and will do the entire configuration and synchronize with all departments/section to make the Data Centre functional, also to provide 24x7 assistance.

B. SPECIAL TERMS AND CONDITIONS:

1. The vendor will provide design, construction, integration and commissioning of all systems/components for the data center and deploy staff for functioning and maintenance (24x7).
2. The vendor's proposed solution(s) should meet Uptime as specified in technical specifications (Design & Facility) and the vendor is supposed to submit various plans of data storage/space, technologies etc.
3. To vendor's proposed solution(s) should embrace the use of renewable energy including solar (preferably 100% self-consumption) and free cooling technologies.
4. The proposed solutions should have outstanding security systems, eco-energy efficiency systems, onsite and offsite monitoring capabilities and notification transmission.
5. The design should provide a comprehensive description of power systems, heating, ventilation, and air conditioning, intelligent Building management systems, Containment PODs, fire protection, lightning protection and grounding.
6. The proposed solution(s) should be modular and quick to deploy.
7. Response Time: The response time of the tenderer to attend to any complaint upon receipt of the complaint/information from the user should not be more than 24 hours.
8. It is not binding on University to accept the lowest or any bid. The University reserves the right to place orders for the revise quantities at the time of placing the order and in such event also, the quoted rates, terms and conditions shall apply. University further reserves the right to accept or reject any/ all bids without assigning any reason thereof. Final decision on bids also depends on the components/accessories/additional features offered.
9. Features offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature / pamphlets is enclosed along with the offer which may help technical evaluation.

TENDERER SIGNATURE & SEAL

5. TERMS AND CONDITIONS OF THE TENDER

1. All offers should be written in the English and price should be written in both, figures and words. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or any organization during last one year. If during the last one year at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.
2. The duly constituted committee appointed by the competent authority of Central University of Rajasthan, Bandarsindri, reserves the right to select some items (in single or multiple units) and reject the others or all items mentioned in the Schedule. The same committee will also reserve the right to revise or alter the specifications before acceptance of any tender with prior notice on the University and Central Public Procurement Portal (CPPP) at www.eprocure.gov.in.
3. Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.
4. The Bid shall be treated as a 2 Bid System. The Technical Bid will be considered for applicants who's Tender Fee, if applicable and Earnest Money Deposit (EMD) is found in order. Financial Bid shall be opened for those bidders who have qualified in Technical Evaluation.
5. **Changes/Amendment:** At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/ modified Order issued and signed by the University.
6. **Bid Validity-** Bids should be valid for a period of 180 days from the date of opening of financial bid.
7. **Withdrawal of bids:** No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
8. **OEM/Authorized Dealer/agents of Supplier:** when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its bid, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has itself submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.
9. **Agency Commission:** The amount of Agency Commission, in case of manufacturer/supplier is from the foreign country (normally not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/ suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.

10. Conflict of Interest among Bidders/Agent: The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- f. in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - I. The principal manufacturer directly or through one Indian agent on his behalf; and
 - II. Indian/foreign agent on behalf of only one principal.
- g. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

11. Bid Security: Bid Security should remain valid for a period of 45 (Forty Five) days beyond the final bid validity period. The Bid Security can be submitted in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security.

12. MSE Bidders: In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band. Within this 25% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 25 (twenty) per cent out of 25 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

13. Public Procurement (Preference to Make in India), Order 2017

As per Public Procurement (Preference to Make in India), revised Order 2017 the 'Class-I local supplier' will get preference over non local suppliers', as defined under the Order,

- I. **Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
- II. **Local content'** means the amount of value added in India which shall, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- III. **Purchase Preference:** Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
 - a) If L1 bidder is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
 - b) In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - II. If L1 bidder is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - III. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
 - d) "Class-II local supplier" will not get purchase preference in any procurement undertaken by procuring entities.
 - e) **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
 - f) **Exemption of small purchases:** procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.
 - g) **Verification of local content:**
 - a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing

chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) False declarations will be in breach of the Code of Integrity under Rule 175 (1) (i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

d) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

14. Restrictions for bidders from countries sharing land border with India

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose *beneficial/ owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The *beneficial owner* for the purpose of (iii) above will be asunder:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

- 15. Performance Security:** On receipt of notification of award from the University, the successful Bidder within 14 days shall furnish the performance security at 3% of the cost of the material ordered in the form of DD/FDR in favor of The Central University of Rajasthan or in the form of Bank Guarantee issued/confirmed from any of commercial bank in India in an acceptable form. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the University account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Failure of the successful bidder to submit the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on same rate or call for new bids.
- 16. Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order.
- I. **Elements of Price:** Where the price has several components such as the price of the goods, cost of installation and commissioning, operators' training, and so on, bidders should furnish a cost break-up indicating the applicable prices and taxes for each of such components along with the overall price.
- II. **Currency:** domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and will be paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation and commissioning of equipment) are to be quoted and paid in Indian currency. Prices should be FOR –Central University of Rajasthan and for imported equipment supplier will be responsible for custom clearance and forwarding the same up to university campus. Custom Duty will be reimbursed on actual basis, after submission of the evidence in original. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes until and unless specified in the schedule. University is entitled for concessional GST @ 5% as per Notification no. 45/2017-Central Tax (Rate) dated 14-11-2017 & Notification No. 47/2017-Integrated Tax (Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE(1115)/2018 dated 12-10-2018 for availing concessional Custom Duty.
- 17. Price Fall Clause:-** If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand corresponding reduced.
- 18. Deduction of Income Tax, Service Tax and so on, at source from payment to suppliers:** This will be done as per existing law in force during the currency of the contract.
- 19. Refund from Supplier:** if the supplier, after claiming and receiving reimbursements for sales tax, excise duty, custom duty, and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made by the purchaser to that supplier) and that should be refunded to the University.

20. Selection of the Bidder: For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.

a. Technical Bid: Technical bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:

- I. SPECIFICATIONS: Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications mentioned at Annexure-A1 to Annexure A-2 at technical specification section. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.
 - II. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
 - III. OEM should be internationally/Nationally reputed Branded Company.
 - IV. Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.
 - V. A write up on service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix suggested for the University. Vendors must indicate their sales and support service center in India and their plan to address issues about services, maintaining minimum service inventory etc.
 - VI. Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid in the prescribed format.
 - VII. Clientele list (List of the institutes/organizations, where the similar order has been executed during the last three years) and work done list. Supporting documents (couple of orders without any alteration/modification, copies of installation report and performance certificate) must be enclosed. Past Performance of the Vendors will be judged at the time of Technical Evaluation.
 - VIII. Average Annual turnover of the bidder, for the last three successive years should be **four times** of the approximate cost of the equipment duly certified by the Chartered Accountants.
 - IX. Self-attested photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet, etc. for last three years.
 - X. The bidder/OEM self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.
 - XI. DD for Tender Fee & EMD amount as applicable.
 - XII. University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.
- b. Short listing of Vendors:** University will shortlist technically qualifying vendors and the financial bid of only these vendors will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the university. Further, after opening financial bids of the short listed tenders, if there is a discrepancy between word and figure, the amount indicated in words will prevail.
- c. Price Bid/ Financial Bid:** Financial bid should contain price of the material required to be supplied as per Price Schedule **Annexure-B** as supplied by the University along with tender form, duly filled and signed by the authorized person.

21. Conditional Offer will not be accepted.

22. Rejection of Bids:

- a. If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
- b. If the technical offer contains any price information the offer will be summarily rejected.
- c. Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- d. Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- e. Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- f. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.

23. Cancellations of tender: The University reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:

- a. fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- b. appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- c. files a voluntary petition in bankruptcy; or
- d. has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- e. voluntarily ceases trading; or
- f. merges with or is acquired by a third party; or
- g. Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

24. Compliance with Laws: After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

25. Law of the Contract: The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Rajasthan.

26. The following terms and expressions used herein shall have the meaning as indicated therein: Supplier / Vendors: shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order is addressed and shall include its permitted assignees and successors. Purchaser:
- 26.1 **Reference:** The purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with the purchase order.
- 26.2 **Waiver:** Any waiver by the purchaser of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.
- 26.3 **Sub-letting and Assignment:** The supplier shall not, save with prior consent in writing of the University, sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.
- 26.4 **Information provided by the University:** All drawings, data and documentation that are given to the supplier by the University for Execution of the order are the property of the University and shall be returned when demanded. Except for the purpose of executing the order of the University, the supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the University is not disclosed to any person, firm, body, corporate and/or authority and make every effort to keep the above information strictly confidential. All such information shall remain the absolute property of the University.
- 26.5 **Supplier's Liability:** Supplier hereby accepts full responsibility and indemnifies the University and shall hold the University harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the University and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to his/her employees and for damage to the property arising out of or in connection with the performance of the work under the work order.
- 26.6 **Access to supplier's Premises:** The University and / or its authorized representative shall be provided access to the supplier's and / or his sub-contractor's premises, at any time during the pendency of the work order, for expediting the software implementation, inspection, checking etc.
- 26.7 **Modifications:** The purchase order constitutes an entire agreement between the parties hereto. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.
- 26.8 **Inspection/checking/testing:** All items to be implemented against this work order shall be subject to inspection/ checking/ testing by the University or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of authorized representative of the University. Service provider shall notify the University for Inspection / testing when they are ready, giving at least 10 days' notice. If upon testing, any of item does not meet the specifications, they shall be rejected and returned to the supplier for upgradation / modifications etc. Inspection by the authorized representative of the University or failure of the University to inspect shall not relieve the service provider of any responsibility or liability under this work order in respect of such items and it shall not be interpreted in anyway to imply acceptance thereof by the University.
- 26.9 **JURISDICTIONS FOR DISPUTES:** All disputes arising out of or any way connected therewith shall be deemed to have arisen out of or any way connected therewith shall be deemed to have arisen in Rajasthan only and the courts in Rajasthan Districts shall have jurisdiction to determine the same.
- 26.10 **Settlement of Disputes:** In the event of disputes, the settlement shall be through Arbitration. The arbitrator shall be appointed by the Hon'ble Vice-Chancellor, University and the decision of the Arbitrator shall be final & binding on both the parties. The arbitration shall be conducted under the provisions Act.
27. **Terms of payment:** Payments by the purchaser shall be made through online NEFT/RTGS only. If the supplier has received any overpayments by mistake or if any amounts are due to the University from the supplier due to any other reasons and when it is not possible to recover such amount under the present

purchase order, the University reserves the right to collect the same from any other amounts and/ or Bank Guarantee given by the supplier due to or with the University.

28. Execution / Implementation Schedule: Time is essence of this order and no delay shall be allowed in the execution time/ implementation schedule mentioned in the work order

29. Force Majeure:

- 29.1 The supplier shall not be liable for delay or failing to supply the material for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.
- 29.2 The supplier shall within 10 days from the beginning of such delay notify the University in writing the cause of delay. The University shall verify the facts and grant such extension of time as facts justify.
- 29.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.
- 29.4 At the option of University, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the University. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the University and deliver back any materials issued to him by the University and release facilities, if any provided by the University

Seal & Signature of Vendor

6. TECHNICAL SPECIFICATIONS

Technical Specifications: The tenderer shall meet the respective minimum technical specifications for the item that is being bid for. Any additional features or specifications in excess of these minimum specifications will be appreciated. A set of desired additional features are mentioned along with the minimum technical specifications, wherever appropriate.

I / We the undersigned am / are ready to supply & install the following instruments along with all other accessories complete as mentioned below with accepting the terms and conditions which are enclosed with this order form and quote for the same

The technical specification for the Instrument is being placed under this tender has been detailed in the “**Annexure A** This will also include all the components of the particular instrument / equipment that are being tendered for.

S. No.	Instrument/Equipment	Quantity
1.	Establishment of a Data Centre Options 100 TB/ 50 TB/ 20 TB/ 10 TB/ 05 TB storage	01

Technical specifications for establishment of a Data Centre

Introduction

Tier IV Data center is a centralized facility that offers both data storage and computing facility in an organization. The objective of data center is to provide 24x7x365 service to the end user without any delay with highest accuracy and uptime efficiency of 99.995 %, the maximum downtime of a tier IV data center cannot be beyond 26 minutes per year. The key features of data center are:

Service availability with uptime guarantee of 99.995% and a maximum of 26 minutes downtime per year.

The Redundancy level of Tier IV data center is $2N+1$ for both computing and storage.

The cooling and power infrastructure: The data center should have redundant cooling and power infrastructure to keep the system up in case of any expected or unexpected failures. The data center needs to have power backup consisting of power generator and UPS. The facility should be capable of operating 96 hours continuously without supply of power from any power grid.

A tier IV data center should ensure both the security of facility and data. The security of facility is offered through Security Agency, surveillance, access control, biometrics, etc. The data security is ensured through Firewall, etc.

The tier IV data center requires continuous and periodical monitoring of its operations, services and Hardware. Expertise staff is one of the most important requirements of a data center to ensure reliable and uninterrupted services to the end user.

A data center requires a full-fledged facility to avoid and deal with the Fire accidents.

The Tier certification of the data center shall be done by the Uptime Institute, an independent non-profit organization that evaluates the facility and certifies accordingly.

All the services offered by the data center and the facilities needs to be documented and maintained properly.

A data center needs to have well planned and documented operational procedures to ensure availability and reliability.

Last but not least, redundancy and fault tolerance are the two primary features of a data center.

Data Centre Design

When deciding to build a data centre, we need to consider the following factors and ensure that we design as per as the standard:

Location: The proposed data centre for the university may be established within the University Campus. However critical factors like ample reliable power source and communication infrastructures need to be considered. Considering various factors the proposed data centre may be located at administrative building or the upcoming Central instrumentation centre.

Support facilities at the site of data centre: The site selected for establishing proposed data centre should have following critical support system to ensure availability and reliability.

Power Source: The facility needs to be supplied power from a Power Grid. Uninterrupted power supply (UPS) of 40 KVA, diesel operated power generator set for backup. Power distribution units (PDU) and intermediate distribution Unit (IDU). A data centre should have redundant facility for power supply including backup and online UPS, the facility should sustain up to 48 hours without any power supply from any grid, the layout of the power supply is given in Figure 1.

Heating, Ventilation and Air Conditioning (HVAC) systems: This includes roof top units and distributed units that provide localised air cooling, under floor distribution of air is recommended throughout the raised floor for effective and even flow of air. Modern blade servers and storage devices generate intense heat. Hence, an adequate cooling and air flow system is recommended. The rack holding the server may require additional cooling systems. As the temperature at our university is extreme in summer, the cooling and air movement system needs to design with utmost care to ensure safety of devices and their efficient functioning. The design of air movement is shown in Figure 2.

Civil work of the site: The building or room selected for establishing the proposed data centre needs to be prepared as follows:

The floor of the room should be raised up to 12 to 18 inches for enabling under floor distribution of air, cabling of power and communication infrastructures. The room needs to be insulated properly to maintain the internal temperature between 65 to 70 degrees Fahrenheit and humidity needs to be between 45 to 50 percent. The roof of the room needs to be insulated with false roofing. The ideal size of the room maybe 4000 square feet. Cabling has to be done as per specified standards for power supply and communication infrastructures. There should be space to store documents, working space for staff, room for DG sets, UPS, fuel storage and storage of hardware. The room for DG set should be in insulated for sound.

Fire Protection Systems: The facility should have the Advanced Fire and smoke detection systems, which includes both pre-action wet system interconnected with dry systems. Manual fire extinguisher need to be installed inside and outside the facility at appropriate locations. The staffs needs to be trained to handle in the event of any fire accident.

Security System: The security system includes both security of the facility and data. To ensure the security of the proposed data centre, following needs to be adopted

24 × 7 surveillance of the surroundings of the facility. Restricted entry into the facility, access should be given only to the concerned staff. Access control through biometric systems. Installation of firewall for illegitimate access of the facility in both intranet and internet access.

Rack Layout: The computing and storage hardware are mounted on the smart racks, hot aisle and cold aisle layout in conjunction with liquid based systems may be used to ensure optimal utilisation. The system need to circulate water or other liquid near rack in order to absorb heat and cool the servers.

The design and layout of the proposed data centre is shown in Figure 3. Major essential components required for the establishment of the data centre is shown in the Figure 3. Possible layouts of the racks in the facility are shown in Figure 4. Based on the number of racks, the thermal emission by each of the rack can be accessed and spacing between the racks can be optimized for the proposed data centre. This also affects the requirement (volume and number) of the cooling system. Hot and Cold aisle layout is shown in Figure 5.

Data Centre Features

Multiple factors affect the performance and working of the data centre and therefore following features of the data centre needs to be assured for a data centre:

Redundancy: All the facilities in the data centre needs to be $2N + 1$ redundant, Where N is the total infrastructure required for a full-fledged IT facility. On the site of the data centre, 2N facilities are maintained to support backup in case of failures and one site at remote location.

Fault Tolerance: The facility needs to be fault tolerant to ensure availability. The failures need to be addressed so that the system is up all the time. Hot-swap may be followed for fault tolerance and ensure availability. There should not be single point of a failure in the facility.

Power Efficiency: The power need to be used efficiently to ensure power usage effectiveness (PUE) to ensure low operating cost and reduce emissions into the environment. The power usage efficiency (PUE) needs to be below 2.0.

Figure 6 shows the network connectivity of the racks in the proposed tier IV data centre. A possible layout, rack arrangement and network connectivity is also shown in Figure 6.

Data Centre Hardware and Software

The description of the hardware and software for the proposed tier IV data centre is discussed in this section.

Hardware requirements:

To establish Tier IV data centre in the Central University of Rajasthan, Ajmer the hardware requirement is for each unit is shown in the Table 1 given below:

S. No.	Item	Quantity
1	Smart Racks	As per requirement
2	Blade Servers: 2x24 core intel Xeon processor (cache 18MB 256 GB RAM 2x10 GB Copper 4x1 GB Ethernet ports RAID server with 12 TB*10 Redundant power supply	05 (minimum)
3	SAN storage of 100 / 50/ 20 /10 TB /5 TB	01
4	SAN Switches	As per requirement
5	Fibre Network Switch (24 port)	As per requirement

6	HGX A 100 GPU	01
7	Additional lease line (least 100 Mbps)	01
8	Firewall Software	01
9	40 KVA online UPS backup time 240 min.	02
10	Diesel Power Generator Set	02
11	Power Line from grid	02
12	HVAC (redundant cooling facility in the premises)	02

Operations Management:

To ensure fault tolerance, 99.995% availability and annual downtime of not more than 26 minutes, the proposed data centre needs to be managed efficiently and all the operational procedures need to be designed and documented. The operations include: Periodic monitoring of the temperature, humidity and pressure in the facility preferably hourly. Periodic monitoring of the performance of the facility preferably daily. Periodic maintenance of the computing, storage, power infrastructure and communication infrastructure preferably quarterly. Periodic maintenance of HVAC system, preferably monthly. Periodic maintenance of fire safety systems, staff training and mock drills, preferably quarterly. Replacement of malfunctioning servers, memory and storage should be done, keeping the system up, following hot-swap technique. Detailed procedures for maintenance need to be designed, documented and followed. Role and responsibility of each and every employee needs to be fixed and followed. A remote facility needs to be maintained to recover in case of natural disaster preferably in Jaipur (Rajasthan). Appropriate disaster recovery procedure (DRP) needs to be designed, documented and followed.

Appropriate procedure needs to be designed, documented and followed in case of failure or to keep the system down.

Emergency management system (EMS) needs to be designed, documented and followed considering all possible emergency situations.

Regular training of staff is recommended for update of knowledge and for ensuring better services.

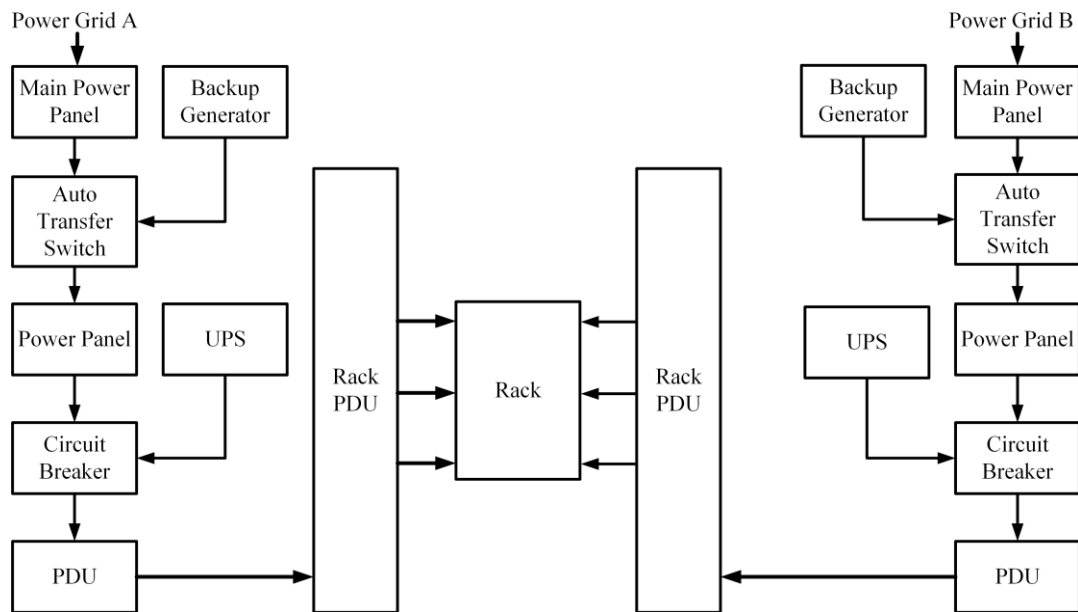


Figure 1: Power supply layout for proposed tier IV data centre

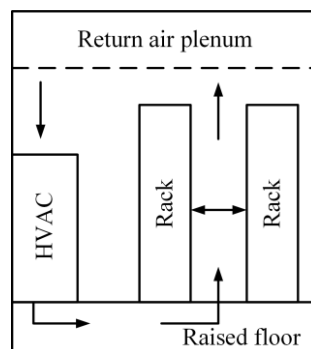


Figure 2: Design of airflow system for proposed tier IV data centre

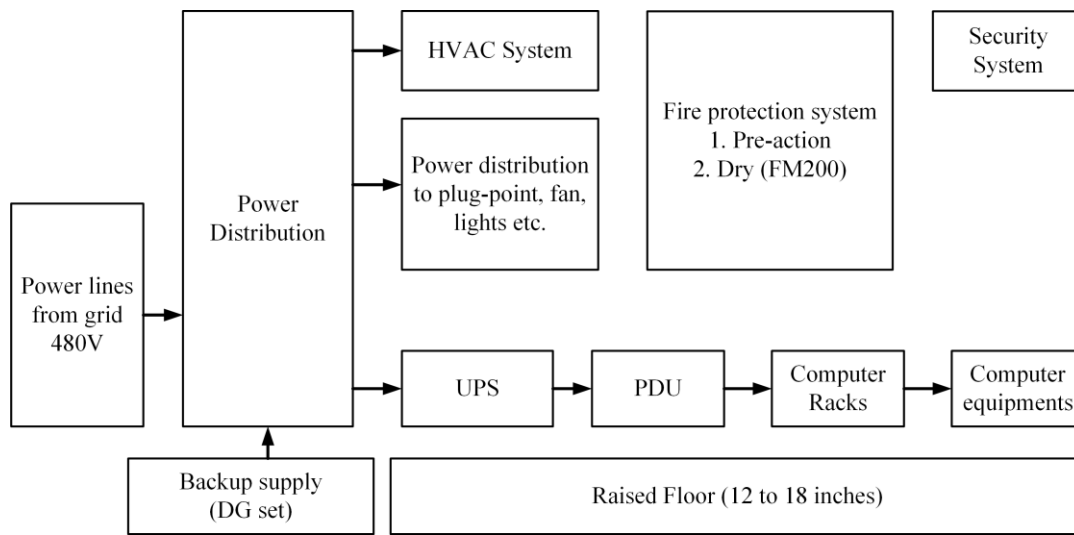


Figure 3: Design and layout of proposed tier IV data centre

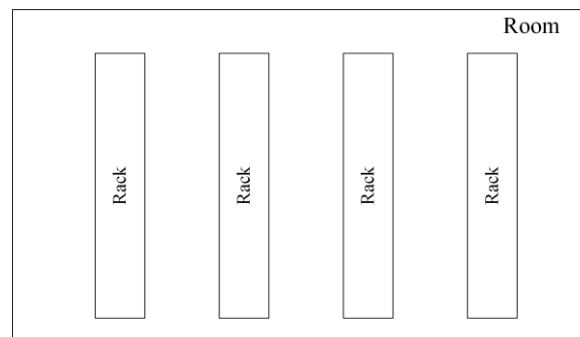


Figure 4: Layout of the rack for the proposed tier IV data centre

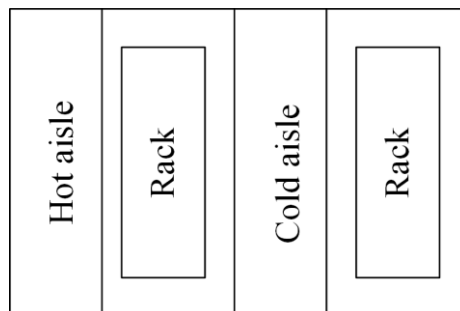


Figure 5: Hot and Cold aisle layout for the proposed tier IV data centre

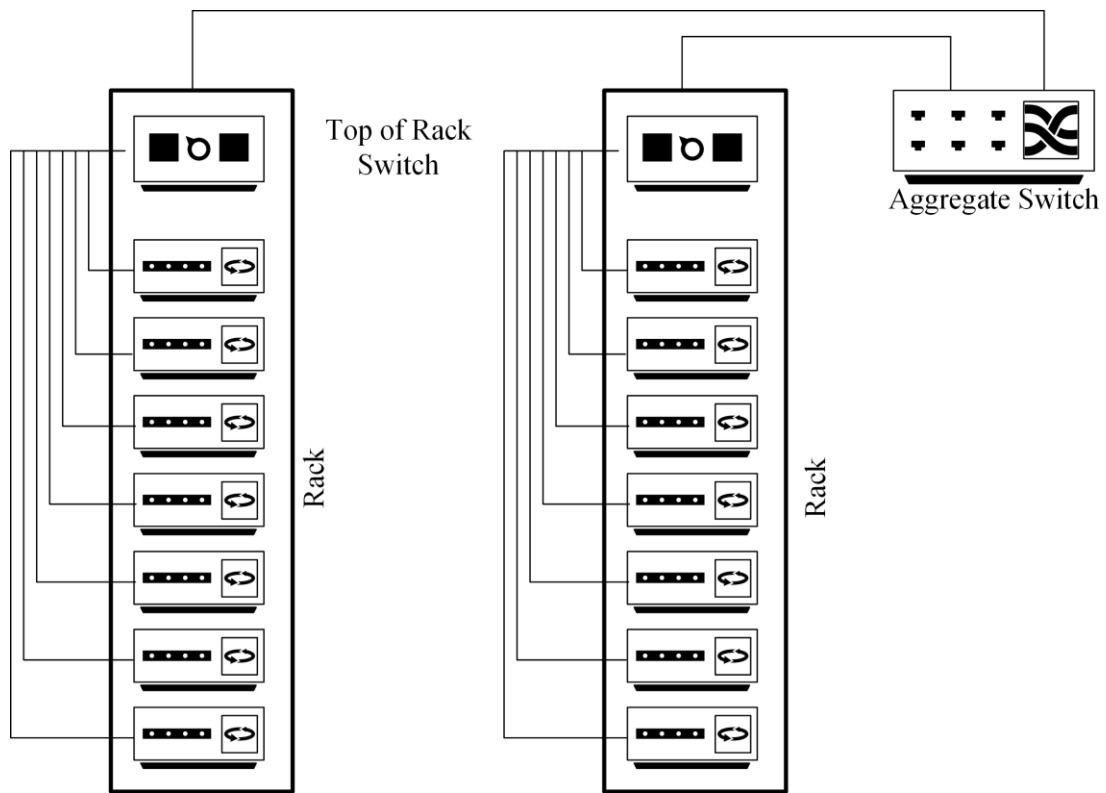


Figure 6: Network connectivity of racks for the proposed data centre

7. TENDER FORM
(Techno Financial UN priced Bid)

Tender No.....

To

The _____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
3. A crossed Bank Draft in favour of the Registrar, Central University of Rajasthan for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Bandarsindri/Madanganj/Kishangarh.
4. The following have been added to form part of this tender.
 - a) Details of items quoted for, as per instructions provided in the schedule of requirement.
 - b) Schedule of requirements, quoting the make only duly signed and stamped (without indicating price)
 - c) Copy of PAN.
 - d) Copy of last audited balance sheet.
 - e) Copy of Valid Central/State sales tax/GST registration certificate.
 - f) Proof of manufacturing Unit.
 - g) Statement of deviations from financial terms & conditions, if any.
 - h) Manufacturer's Authorization Certificate on their letter pad.
 - i) Technical Specifications Compliance statement along with original Boucher / literature.
 - j) Any other enclosure. (Please give details)
5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
6. Certified that the bidder is:
 - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,**OR**
 - b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.**OR**
 - c) A company and the person signing the document is the constituted attorney.(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).
7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address...

.....

Telephone:_____

E-mail_____

8. Tender Form (Priced Bid) Part B

To _____
The _____

Ref: Tender No _____, Dated _____

Sir,

Having examined the bidding documents and having submitted the techno Financial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of price.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:

- i. Price Schedule as per schedule of requirement.
- ii. Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____
Details of enclosures _____

Signature of Bidder

Full Address:

Fax No.

E-mail:

COMPANY SEAL

11. Price Schedule
Bidders have to quote price for 5 types of Data Centre.

E.M.D._____

D.D. Details_____

Bank Name_____

Date_____

Option-1 Data Centre of 100 TB SAN storage

Item No.	Item Nam	Quantity (To be mentioned by the bidder as per capacity of Data Centre)	Estimated Cost (in lakhs)
1.	Smart Racks		
2.	Blade Servers: 2x24 core intel xenon processor (cache 18MB 256 GB RAM 2x10 GB copper 4x1 GB Ethernet ports RAID server with 12 TB*10 Redundant power supply		
3.	SAN storage of 100 TB		
4.	SAN Switches		
5.	Fibre Network Switch (24 port)		
6.	HGX A 100 GPU		
7.	Additional lease line (least 100 Mbps)		
8.	Firewall Software		
9.	40 KVA online UPS backup time 240 min.		
10.	Diesel Power Generator Set		
11.	Power Line from grid		
12.	HVAC (redundant cooling facility in the premises)		

Option-2 Data Centre of 50 TB SAN storage

Item No.	Item Nam	Quantity (To be mentioned by the bidder as per capacity of Data Centre)	Estimated Cost (in lakhs)
1.	Smart Racks		
2.	Blade Servers: 2x24 core intel xenon processor (cache 18MB 256 GB RAM 2x10 GB copper 4x1 GB ethernet ports RAID server with 12 TB*10 Redudent power supply		
3.	SAN storage of 50 TB		
4.	SAN Switches		
5.	Fiber Network Switch (24 port)		
6.	HGX A 100 GPU		
7.	Additional lease line (least 100 Mbps)		
8.	Firewall Software		
9.	40 KVA online UPS backup time 240 min.		
10.	Diesel Power Generator Set		
11.	Power Line from grid		
12.	HVAC (redundant cooling facility in the premises)		

Option-3 Data Centre of 20 TB SAN storage

Item No.	Item Nam	Quantity (To be mentioned by the bidder as per capacity of Data Centre)	Estimated Cost (in lakhs)
1.	Smart Racks		
2.	Blade Servers: 2x24 core intel xenon processor (cache 18MB 256 GB RAM 2x10 GB copper 4x1 GB ethernet ports RAID server with 12 TB*10 Redudent power supply		
3.	SAN storage of 20 TB		
4.	SAN Switches		
5.	Fiber Network Switch (24 port)		
6.	HGX A 100 GPU		
7.	Additional lease line (least 100 Mbps)		
8.	Firewall Software		
9.	20 KVA online UPS backup time 240 min.		
10.	Diesel Power Generator Set		
11.	Power Line from grid		
12.	HVAC (redundant cooling facility in the premises)		

Option-4:- Data Centre of 10 TB SAN storage

Item No.	Item Nam	Quantity (To be mentioned by the bidder as per capacity of Data Centre)	Estimated Cost (in lakhs)
1.	Smart Racks		
2.	Blade Servers: 2x24 core intel xenon processor (cache 18MB 256 GB RAM 2x10 GB copper 4x1 GB ethernet ports RAID server with 12 TB*10 Redudent power supply		
3.	SAN storage of 10 TB		
4.	SAN Switches		
5.	Fiber Network Switch (24 port)		
6.	HGX A 100 GPU		
7.	Additional lease line (least 100 Mbps)		
8.	Firewall Software		
9.	20 KVA online UPS backup time 240 min.		
10.	Diesel Power Generator Set		
11.	Power line from Grid		
12.	HVAC (redundant cooling facility in the premises)		

Option-5:- Data Centre of 05 TB SAN storage

Item No.	Item Nam	Quantity (To be mentioned by the bidder as per capacity of Data Centre)	Estimated Cost (in lakhs)
1.	Smart Racks		
2.	Blade Servers: 2x24 core intel xenon processor (cache 18MB 256 GB RAM 2x10 GB copper 4x1 GB ethernet ports RAID server with 12 TB*10 Redudent power supply		
3.	SAN storage of 05 TB		
4.	SAN Switches		
5.	Fiber Network Switch (24 port)		
6.	HGX A 100 GPU		
7.	Additional lease line (least 100 Mbps)		
8.	Firewall Software		
9.	40 KVA online UPS backup time 240 min.		
10.	Diesel Power Generator Set		
11.	Power Line from grid		
12.	HVAC (redundant cooling facility in the premises)		

FORMAT OF PERFORMANCE BANK GUARANTEE

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.

This bank guarantee should be furnished on stamp paper of Rs. 100/-

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

WHEREASM/s, having its registered office at hereinafter called the Distributor in India for

....., herein after called "The supplier" for the supply of, in consideration of the Central University of Rajasthan, Department of, School ofCentral University of Rajasthan, , Kishangarh (hereinafter called "CURAJ") P.O. No. CURAJ / Dated. Placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees.....

..... Only). We Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CURAJ an amount on exceeding to Rs..... (Rupees..... only).

2. WeBank do hereby undertake to pay CURAJ, the amounts due and payable under this guarantee without any demur, merely on a demand from CURAJ stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs.....(Rupees only)

3. We undertake to pay to the CURAJ any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We theBank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CURAJ under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CURAJ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said and accordingly discharges this guarantee.

5. We, the Bank further agreed that the CURAJ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CURAJ against the said supplier 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 supplier or for any forbearance act or omission on the part of the CURAJ or any indulgence by the CURAJ to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.

7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CURAJ in writing.

8. This guarantee shall be valid up to unless extended on demand by CURAJ. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../- (Rupees Only)

2. Bank guarantee shall be valid up to

3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CURAJ is fully protected.

12. DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm / company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Rajasthan, and EMD / SD shall be forfeited.

In addition to the above, Central University of Rajasthan, will not be responsible to pay the bills for any completed / partially completed work.

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

13. Technical specifications compliance Sheet

1. The technical compliance bid must be in this sheet only, otherwise it should be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.
3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

14. Check list for Terms and Conditions:**To be filled by the bidder and submitted along with the Technical Bid.**

S. No.	Technical Information	Page No.	Remarks
1.	Tender Fee, if applicable		
2.	EMD		
3.	Registration/ Incorporation Certificate in support of the existence of the firm/company for required number of years as per the tender schedule eligibility criteria		
4.	Authorization Certificate		
5.	Average Annual turnover of the bidder, for the last three successive years should be 20 crores duly certified by the Chartered Accountants.		
6.	Copy of PAN and GST Registration Documents		
7.	Technology used in such installation		
8.	Documents in support of Technical Specifications for establishment of a Data Centre		
9.	Self-declaration for not black listed		
10.	Name of the Institutions / organizations where they have installed Data Centre with contact name & address, Mob. Nos and e-mails.		
11.	Performance certificate/ Experience Certificate (issued by existing/previous client)		
12.	Duly signed & office Seal affixed as a token of acceptance of Special Terms and Conditions.		
13.	Certificate, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions at the rate lower than the rate quoted against this tender.		
14.	Proof of Concept of the Functionalities		
15.	Undertaking with respect to stationing of at least one resident engineer at the site at his own cost for 12 months		
16.	Certificate for 'Class-I local supplier' and 'Class-II local supplier'		
17.	Certificate for verification of local content		
18.	Years of experience as a provider of data center solutions and build services.		
19.	The principal place of business and local partner, if any.		
20.	Regions/Countries where the company provides the Solution and the intended plans for the Kenyan market if there is currently no presence.		
21.	List of clients where the solution has been deployed in the past with reference contact details.		
22.	List of clients where your company has built or is operating a commercialized data centre, if any. Share details e.g. is it under Build-Operate-Transfer model, is it self-owned, client-owned, etc.		
23.	Current list of where there are ongoing projects.		
24.	Specific details including capacities of the deployed solutions and the ones in progress.		
25.	Details of the company's membership to any well-known data center membership association.		
26.	Details of the company's key staff membership to any well-known data center membership association		
27.	Three years audited accounts		
28.	Any additional information that Central University of Rajasthan should be aware of.		

Note:

The tenderer will be disqualified at any stage of the tender process, if found to have misled or furnished false information in the forms/Statements/Certificates submitted in proof as above.

INTEGRITY PACT

This INTEGRITY PACT is made and executed at.....on this day of.....20....

BY AND BETWEEN

THE PRESIDENT OF INDIA acting through Registrar (insert name & designation of the officer) of Central University of Rajasthan, Bandarsindri, Kishangarh-305817, Ajmer. (hereinafter referred to as "The Buyer" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s A company incorporated under the Companies Act,.....through its representative/authorized signatory (insert name & designation of the officer) vide resolution dated passed by the Board of Directors, having its office at (hereinafter referred to as "The Bidder/Contractor which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

PREAMBLE

The Buyer intends to award under laid down organizational procedures, contract/s for..... The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Buyer

(1.) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Buyer, personally or through family members, will in connection with tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Buyer will during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Buyer will exclude from the process all known prejudiced persons.

(2.) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- (1.) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to the others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyer, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page no. 6).
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intend to make to agents, brokers or any other intermediaries in the connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2.) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

End of Tender Document