Rate Contract for Selection of Adobe Training Partner through Open Tender

Reference No: F1.1(10)/RCAT/CORP/2025/512 **Date: 03/07/2026**

Unique Bid number: RCT2627SLOB00002

Mode of Bid Submission	Online through eProcurement/ eTendering system at https://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Managing Director, Rajasthan Centre of Advanced Technology, R-CAT, Old Soochna Kendra, Opposite SMS Hospital, Trauma Centre, Tonk Road, Jaipur- 302001 (Rajasthan)

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

Rajasthan Centre of Advanced Technology

Soochna Kendra, Near Trauma Centre, Opposite SMS Hospital, Tonk Road, Jaipur - 302001 Tel: 0141-2923851, Website: www.rcat.rajasthan.gov.in,
Email: amit.risl@rajasthan.gov.in

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
Candidate	The learners of R-CAT are referred to as candidate.
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, R-CAT in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till completion of Training/Services after successful commissioning of the program
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ GoI
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Centre
Event	The term event refers to the complete FDP or workshop, covering all scheduled activities during the specified time period.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan

Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any

	acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. R-CAT in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
R-CAT	Rajasthan Centre of Advanced Technology
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
Training	Training refers to any structured activity, program, or initiative conducted in-person, online, or through a blended approach aimed at imparting knowledge, building skills, or enhancing the competencies of personnel or end-users. Training may also involve on-site or off-site sessions, assessments, and feedback mechanisms.
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

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

Reference No.: F1.1(10)/RCAT/ CORP /2025/512
Unique Bid No.: RCT2627SLOB00002

Dated: x 03/07/2026

Name & Address of the Procuring Entity	• **Name:** Rajasthan Centre of Advanced Technology • **Address:** Soochna Kendra, Near Trauma Centre, Opposite SMS Hospital, Tonk Road, Jaipur -302001
Name & Address of the Project Officer In-charge (POIC)	• Name: Sh. Amit Sharma • Designation: General Manager (Technical) • Address: 2nd floor, Soochna Kendra, Near Trauma Centre, Opposite SMS Hospital, Tonk Road, Jaipur -302001 • Email: amit.risl@rajasthan.gov.in
Subject Matter of Procurement	Rate Contract for Selection of Adobe Training Partner through Open Tender
Bid Procedure	Single-stage: two part (envelop) open competitive e-Bid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites: https://sppp.rajasthan.gov.in, https://eproc.rajasthan.gov.in, https://www.doitc.rajasthan.gov.in, https://rcat.rajasthan.gov.in • Bidding document fee: Rs. 2000/- (Rupees Two Thousand Only) in Cash/ Demand Draft/ Banker's Cheque in Favor of "Managing Director, Rajasthan Centre of Advanced Technology" payable at "Jaipur" • RISL Processing Fee: Rs. 2000/- (Rupees Two Thousand Only) in Demand Draft/ Banker's Cheque in Favor of "Managing Director, RISL" payable at "Jaipur"
Estimated Procurement Cost	Rs 1.22 Cr. (One Crore Twenty Two Lakh Rupees Only)
Bid Security and Mode of Payment	• Amount (INR): Rs. 2,00,000/- • Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee/e-BG (in specified format), of a Scheduled Bank in favour of "Managing Director, Rajasthan Centre of Advanced Technology" payable at "Jaipur"
Period of Sale/ Download of Bidding Document (Start/ End Date)	• Start Date: 06/07/2026 from 3:00 PM • End Date: 29 /07/2026 till 3:00 PM
Manner, Start/ End Date for the submission of Bids	• Manner: Online at eProc website (https://eproc.rajasthan.gov.in) • Start Date: 17/07/2026 from 3:00 PM • End Date: 29/07/2026 till 3:00 PM
Submission of Banker's Cheque/ Demand Draft / Online payment for Tender Fee, Bid	Date: 29/07/2026 till 3:00 PM

Security, and Processing Fee*	
Date/ Time/ Place of Technical Bid Opening	• Date: 29/07/2026 at 5:00 PM • Place: Online through e-Procurement portal (http://eproc.rajasthan.gov.in)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the last date of bid submission

Note:

1) Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically/online 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 the Banker's Cheque/ Demand Draft/ Bank Guarantee for Tender Fee, Bid Security, and RISL Processing Fee up to prescribed time period, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of "Managing Director, Rajasthan Centre of Advanced Technology" and RISL Processing Fee should be drawn in favour 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 DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) R-CAT 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 bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail

Sh. Sanjay Singhal
Executive Director, RCAT

2. Project Profile

The Rajasthan Centre of Advanced Technology (R-CAT) stands as a beacon of opportunity and innovation in IT education, supported by the steadfast commitment of the Department of Information Technology & Communication (DoIT&C), Government of Rajasthan. Our mission to foster IT skills among students and professionals, coupled with a vision of creating a conducive ecosystem for career growth, remains unwavering. R-CAT's current offerings range from scholarships for certificate courses to internships with industry partners, and training for government professionals, underscoring our dedication to empowering individuals with the training and practical experience necessary to excel in the ever-evolving field of technology. The other primary objective is to enhance the employability quotient of the youth of Rajasthan in technology and allied disciplines.

R-CAT intends to extend the range of training programs in various emerging technologies for learners from colleges, educational institutes, and universities across the state. The envisaged Industry Recognized Certification Program initiative will enable and facilitate students to earn industry-recognized certifications from OEMs, internationally acclaimed certifying organizations, ensuring all program participants are well-equipped for their future careers. Upon successful completion of the courses, learners will gain knowledge in specific domains of technology and receive certificates of course completion from our training partners.

The important component of the envisaged program is as given below:

2.1. Industry Recognized Certification Program / Global Certification Program:

An Industry Certification Program is a specialized training initiative designed to equip individuals with the skills and credentials recognized by the industry. These programs aim to bridge the gap between academic learning and practical job requirements, enhancing employability. Industry certifications validate a candidate’s proficiency in tools, technologies, and methodologies relevant to their field or technology. They are often developed in collaboration with industry experts to meet current market demands. These certifications can boost career prospects, improve earning potential, and demonstrate commitment to professional growth. The pedagogy of programs may include structured training, courses hands-on training, real-world projects, and examinations to ensure a comprehensive understanding of the subject matter.

2.2. Faculty Development Program (FDP):

Faculty development programs are structured initiatives aimed at enhancing the teaching skills, research capabilities, and professional growth of academic staff. These programs should provide opportunities for continuous learning, innovation in pedagogy, and staying updated with advancements in their respective fields. The FDPs need to be aligned to guidelines of AICTE Training and Learning Academy (ATAL).

2.3. Courses on Credit:

Courses on Credit refer to courses that will allow students to earn academic credits upon successful completion. These credits are awarded based on the time, effort, and learning outcomes achieved in the course and are typically aligned with a standardized credit framework, such as the National Credit Framework (NCrF) in India.

The earned credits will contribute toward fulfilling the credit requirements for a degree, or diploma program. Courses offered on Credit can be of diverse subjects that can be offered as elective courses, and skill-based programs designed to enhance employability.

2.4. Workshops (Half Day/ Full Day):

Workshops on emerging technologies should provide essential training to government employees/faculties/students to stay updated with the latest advancements and tools. These sessions need to enhance their skills, enabling them to effectively implement innovative solutions, identify new use cases for implementation in public service and improve public service delivery.

2.5. Seminars:

A seminar on emerging technologies is a focused academic or professional gathering where experts and participants (students, faculties, government officials and eminent experts) discuss a specific topic or subject. It serves as a platform for knowledge sharing, idea exchange, and collaborative learning. Seminars often include presentations, lectures, and interactive sessions, fostering deeper understanding and professional growth.

3. PRE-QUALIFICATION/ ELIGIBILITY 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 Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 2013 OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership (LLP) firm registered under LLP Act, 2008 OR Any other Act of State/ Union for proving Legal Entity	- Self-certified declaration (if applicable) - Copy of Certificates of incorporation - Copy of Certificate of registration, if applicable
2	**Financial: Turnover**	Average Annual Turnover (from IT/ITES/Trainings) of the bidder during financial years 2022-23, 2023-24 and 2024-25 should be at least INR 20 Cr. (as per the last published audited balance sheets) OR Average Annual Turnover of the bidder during financial years 2022-23, 2023-24 and 2024-25 should be at least INR 1 Cr. in Trainings (as per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Seal with UDIN
3	**Years of Operations**	Bidder should have been in operation on or before 1st April 2023	- Copy of Certificates of incorporation - Copy of Certificate of registration,

S. No.	Basic Requirement	Specific Requirements	Documents Required
4	**Financial: Net Worth**	The net worth of the bidder as on 31/03/2025 should be Positive.	CA Certificate with CA's Registration Number/ Seal with UDIN
5	**Tax Registration**	The bidder should have a registered number of i. GST IN where his business is located ii. Income Tax / Pan number	Copies of relevant certificates of registration
6	**Declaration from OEM** **(Only applicable if, OEM is bidding directly in the tender)** Note: Not required, if any OEM authorised bidder is participating in this tender.	We hereby declare that we are participating in this tender directly in our own capacity. We have not authorized any dealer, distributor, reseller, agent, or any other bidder to participate in this tender on our behalf. Any bid submitted by any third-party claiming representation of our company shall be considered unauthorized.	OEM to provide declaration on its letterhead
7	**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

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

The bidder is strongly advised to carefully read the Scope of Work.

4.1 Basic set of activities

Following set of activities are to be undertaken by the selected bidder –

a. **Training:** To provide training in the field of emerging technologies for skill development to enhance employability/skill. The certifications need to be provisioned from OEMs or Industry recognized certification awarding bodies. The training courses should enable the participants to appear for the global certification test and get certified. Training will be provided in person from R-CAT centers/approved locations of the state.

b. **Attendance Recording:**To ensure systematic tracking of candidate's participation, attendance must be recorded in the prescribed format. The training provider should maintain proper logs and share attendance reports with R-CAT regularly.

c. **Certifications:** On completion of courses, the training provider should provide certificate recognizing the completion of course and facilitate examinations to get the students certified on the courses. These global certifications needs to be provisioned post assessment exams. Bidder are expected to maintain high quality of training so that all candidates of Global Certification Program/Industry Recognized Certification Program pass the Certification Exams.

d. **Mock Tests:** To conduct mock tests before the final assessment, allowing participants to evaluate their preparedness and improve their performance. These tests should simulate actual certification exams and provide feedback to candidates on areas that need improvement (for Global Certification Program/Industry Recognized Certification Program).

e. **Enabling Participants to attend the Global Certification tests:** The selected bidder is expected to facilitate the global certification tests for its participating candidates.

f. **Courses resulting in credits:** To enable students to enroll in courses related to the field of Information Technology, which will allow them to earn credits towards their undergraduate or postgraduate degrees at universities. The selected bidder should also assist R-CAT or its nominated authority in creating assessments for courses offered on credit at various educational institutions if the courses are approved by the Board of Study of` Universities. The responsibility of assigning credit against courses will be with the university onboarded by R-CAT.

g. **Collection of Feedback post training:** To gather structured feedback from participants upon completion of the training program. The feedback should cover various aspects such as training content, trainer effectiveness, infrastructure, and overall learning experience. A standardized rating framework must be used. The feedback should be collected in a quantitative format, using a scale of at least 1 to 5, where 1 indicates the lowest level of satisfaction and 5 indicates the highest. This will help evaluate the quality of training delivered and identify areas for improvement. The training provider must compile and submit feedback reports (original copies) & drafted Summary to R-CAT for review and necessary action.

4.2 Mode of Training:

a) **Global Certification Courses:** Training Partners should have the capability to conduct both offline and instructor-led online training, as well as examinations in both modes. At R-CAT, most training will be primarily in offline or face-to-face mode. Some amount of online training is also permitted when the trainer is physically located at any of the R-CAT centres or any other location approved by R-CAT. The Training Partner may also have to facilitate classes for Industry Recognised / Global Certification Programmes to ease operations and accommodate participant requests, as most candidates will be from colleges across the state and may need to attend regular classes within their college campus. The Training Partner is responsible for managing attendance records and all other associated training activities.

b) **Credit Courses:** Credit courses will be delivered in the mode as prescribed by the respective university norms. Courses may also be offered as self-paced programmes, allowing participants to complete the coursework at their own convenience within the stipulated timeline.

c) **Workshop:** Workshops will be conducted exclusively in offline, instructor-led mode to ensure interactive and hands-on learning. Workshops may be scheduled as either half-day (10:00 AM to 1:00 PM) or full-day sessions. Tea and lunch are not included in the scope; however, if provided, these will be arranged by R-CAT.

4.3 Trainers' Capabilities:

Trainers engaged by the selected bidder for Industry Recognized Certification Courses/Global Certification Courses should have sufficient training experience. All trainers must possess a valid certification in the specific course or subject they are assigned to teach. The certification should be at the same level or higher than the course they are delivering.

For Industry Recognized / Global Certification Courses, the trainer must be expressly authorized by the OEM. Such authorization shall be evidenced by a formal document issued on the official letterhead of the OEM concerned.

The profile of the trainers needs to be approved by R-CAT before the training is initiated. Multiple Trainers are allowed for a single course/subject with prior approval if the mapping of course content and trainers are provided.

4.4 Learning Management System

The bidder should have a LMS. The LMS should be accessible to all candidates nominated for training by R-CAT

4.5 Record Sharing

The Selected Bidder is expected to share all details regarding participants with R-CAT upon request, whether the students are self-financed or financed by R-CAT. Their performance may be evaluated annually based on various criteria, including the number of training courses conducted, students enrolled and trained, and faculty development programs provided.

- **Participant Details Report:**
    - Names, contact details, and background information.
    - Categorization by financing type (self-financed / R-CAT financed).
    - Shared upon request by R-CAT.
- **Training Course Report:**
    - List of training courses conducted.
    - Dates, durations, and course content summaries.
    - Batch-wise course completion records.
- **Enrollment & Completion Statistics:**
    - Number of students enrolled and trained.
    - Batch-wise or course-wise breakdown.
- **Faculty Development Program (FDP) Reports:**
    - Details of FDPs conducted.
    - List of faculty members trained.
    - Content and duration of the programs.
- **Six Monthly Performance Report:**
    - Consolidated report for annual evaluation.
    - Covers all the above components.
    - Includes performance metrics as per evaluation criteria.

- **Attendance and Assessment Records:**
    - Daily attendance logs.
    - Assessment/test scores and certifications (if applicable).

4.6 Conduct batches as per the below mentioned guidelines. -

a. The bidder shall ensure effective batch conduction with a mandatory maximum batch size of 25

b. The bidder shall be responsible for ensuring that each learner maintains a minimum attendance of 75% throughout the course duration.

c. Dropout cases: If any candidate withdraws from the course within the initial 20% of total course duration from the date of commencement, the bidder shall neither raise invoice for that candidate nor be subject to any financial deductions. However, any costs incurred during this period shall be borne by the bidder. The Selected Bidder/OEM is expected to proactively address and manage dropout cases through appropriate counselling.

The successful commissioning of the program requires the Selected Bidder/OEM to provide quality (based on feedback) & timely training.

4.7 Project Activity, Deliverables & Timelines

The milestones, deliverables and time schedule for the implementation of the project is detailed in Chapter 7: “Special Terms & Conditions of the Tender & Contract”.

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) Pre-bid Meeting/ Clarifications- NA

3) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

a) Bidders must submit their bids online at e-Procurement portal i.e. https://eproc.rajasthan.gov.in.

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single stage-Two part/ cover system shall be followed for the Bid: -

a. Technical Bid, including fee details, eligibility & technical documents

b. Financial Bid

d) The technical bid shall consist of the following documents: -

Sr.	Documents Type	Document Format
	Fee Details	
1.	**Bidding document fee** (in Cash/ Demand Draft/ Banker's Cheque in favour of "Managing Director, Rajasthan Centre of Advanced Technology" payable at "Jaipur") Note: Bid Processing Fees should be submitted physically at the office of Tendering Authority till end time of bid submission and scanned copy of same should also be uploaded along with the Bid.	Instrument/ Proof of submission (PDF)
2.	**RISL Processing Fee (e-Procurement)** RISL Processing Fee (in Demand Draft/ Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur") Note: RISL Processing Fees should be submitted physically at the office of Tendering Authority till end time of bid submission and scanned copy of same should also be uploaded along with the Bid.	Instrument/ Proof of submission (PDF)

3.	**Bid Security** Note: In case of MSME, Proof of MSME certificate to be submitted physically along with Tender Fee and RISL Processing Fees	Proof of submission (PDF)
	Eligibility Documents	
4.	**Bidder's Authorisation Certificate** along with copy of PoA/ Board resolution stating that Authorized Signatory can sign the bid/ contract on behalf of the firm	As per Annexure-3
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
	Technical Documents	
6.	Course Compliance	As per Annexure 2
7.	Certificate of Conformity/ No Deviation	As per Annexure 5
8.	Authorisation Form	As per Annexure 9
9.	Tender Summary Form	As per Annexure 11
10.	Details of the Course	As per Annexure 12
11.	Certificate for Prior Registration for Public Procurements	As per Annexure14

e) Financial bid shall include the following documents: -

Sr.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-6
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

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

6) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.

8) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

b) Bid security instrument or cash receipt of bid security shall necessarily accompany the technical bid.

c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee or e-BG (in specified format) or Fixed Deposit Receipt (FDR) of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

g) The bank guarantee or electronic bank guarantee (e-BG) (if applicable) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

i) The Bid security taken from a bidder shall be forfeited, including the interest, if any,in the following cases, namely: -

a. when the bidder withdraws or modifies its bid after opening of bids;
b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

k) No interest shall be payable on the bid security.

l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
a. the expiry of validity of bid security;
b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
c. the cancellation of the procurement process; or
d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

a) Bids shall be received online at portal, up to the time and date specified in the NIB.

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

10) Withdrawal, Substitution, and Modification of Bids

a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).

b) Bids withdrawn shall not be opened and processes further.

11) Opening of Bids

a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

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

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

d) All the documents comprising of technical Bid/ cover shall be opened (only for the bidders who have submitted the prescribed fee(s) to R-CAT).

e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

- **a.** bid is accompanied by bidding document fee, bid security or bid securing declaration;
- **b.** bid is valid for the period, specified in the bidding document;
- **c.** bid is unconditional and the bidder has agreed to give the required performance security; and
- **d.** other conditions, as specified in the bidding document are fulfilled.
- **e.** any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

The selection method is lowest evaluated technically responsive bid (LCBS). Rate Contract will be done with only one bidder (i.e.L1). Composite cost of all items mentioned in BoQ will be considered for selection of L1.

13) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

i. "deviation" is a departure from the requirements specified in the bidding document;

ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall:-

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material non conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

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

d) Tabulation of Technical Bids

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

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

a) The Financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.

b) the process of opening of the financial Bids shall be similar to that of technical Bids.

c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;

d) conditional Bids are liable to be rejected;

e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order;

g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

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

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Price/ purchase preference in evaluation

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

18) Negotiations

a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.

b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19) Exclusion of Bids/ Disqualification

a) A procuring entity shall exclude/ disqualify a Bid, if: -

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

b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

- **a.** communicated to the concerned bidder in writing;
- **b.** published on the State Public Procurement Portal, if applicable.

20) Lack of competition

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only.In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- **a.** the Bid is technically qualified;

- **b.** the price quoted by the bidder is assessed to be reasonable;
- **c.** the Bid is unconditional and complete in all respects;
- **d.** there are no obvious indicators of cartelization amongst bidders; and
- **e.** the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b) The Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

c) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

d) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of “Performance Bank Guarantee for rate contract” or a performance security declaration, if applicable, within 15 days from letter of intent/Rate contract Letter is dispatched to the bidder. The “Performance Bank Guarantee for rate contract” shall be refunded after three (03) months of the expiry of the rate contract period.

e) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

22) Information and publication of award

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

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

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

24) Right to vary quantity

a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract.

c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive Bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

- **a.** 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- **b.** 50% of the value of goods or services of the original contract.

25) Execution of agreement for Rate Contract

a) A procurement contract shall come into force from the date on which the letter of intent is despatched to the bidder.

b) The successful bidder shall sign the agreement for rate contract within 15 days from the date on which the letter of intent/Rate contract Letter is dispatched to the successful bidder.

c) If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contract or fails to furnish the required "Security Deposit for Rate Contract" within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the rate contract with the bidder and may debar the bidder to participate in any future bid.

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

e) Agreement would be signed only once for the entire rate contract and only work order(s), as required, may be issued later.

26) Security Deposit for Rate Contract

a) The selected bidder shall be required to furnish Security Deposit in form of Bank Guarantee/ eBankGuarantee or DD equivalent to INR 2,00,000. in favor of Managing Director, Rajasthan Centre of Advanced Technology, Jaipur.

b) The Security Deposit must be submitted within 2 weeks of issuance of Letter of Intent/ Rate Contract Letter.

c) Security Deposit would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Selected Bidder on any account under the contract.

d) The Security Deposit will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.

e) In case, Security Deposit is submitted in form of BG

- **a.** The BG should remain valid for a period of 90 (Ninety days) beyond the date of completion of all contractual obligations of the selected bidder.
- **b.** The selected bidder has to renew the Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- **c.** In the event of project renewal, the bidder shall ensure extension / submission of BG within 30 days of issuance of the extension.

27) Performance Security for each work order

a) Performance security shall be solicited from successful bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

b) The amount of performance security will be five (5) percent of the each training work order.

c) Performance security shall be furnished in any one of the following forms: -

- **a)** Bank Draft or Banker's Cheque of a scheduled bank;
- **b)** National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can

be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

c) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee or e-BG shall be same as mentioned in the bidding document for bid security;

d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

d) Performance security furnished in the form specified in clause [a.] to [d.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

e) Forfeiture of Performance Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

a. When any terms and condition of the contract is breached.

b. When the bidder fails to make complete work order satisfactorily.

c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

f) R-CAT will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance / non execution of the purchase orders and thereafter the rate contract will be cancelled.

g) PSD need to be deposited for each work order within 15 days of receipt of work order.

h) In the event of default in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay with a Maximum penalty capping of PBG value. No Work Order will be issued till PBG is submitted.

i) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

j) No interest shall be payable on the PSD.

28) Work Order Issued to bidders under Rate Contract

a) As per the project requirements, from time to time, the Purchaser shall issue work order to the successful bidder(s) for training of various courses in different formats as applicable , however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from R-CAT

b) The work order shall specify the quantity of various trainings to be provided along with location details and delivery schedule of training.

c) After receiving the work order, the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order.

29) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

- **a.** impede enforcement of any law;
- **b.** affect the security or strategic interests of India;
- **c.** affect the intellectual property rights or legitimate commercial interests of bidders;
- **d.** affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

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

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

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

30) Cancellation of procurement process

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

a. at any time prior to the acceptance of the successful Bid; or

b. after the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the procuring entity may: -

a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

31) Code of Integrity for Bidders

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

a. Prohibiting

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

a. exclusion of the bidder from the procurement process;

b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

c. forfeiture or encashment of any other security or bond relating to the procurement;

d. recovery of payments made by the procuring entity along with interest thereon at bank rate;

e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

32) Interference with Procurement Process

A bidder, who: -

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

33) Appeals

a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- **a.** Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
- **b.** Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : **First Appellate Authority**: Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan
Second Appellate Authority: Secretary, Finance(Budget) Department, Govt. of Rajasthan

f) Form of Appeal:

- **a.** Every appeal under (a) and (c) above shall be as per Annexure-10 along with as many copies as there are respondents in the appeal.
- **b.** Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- **c.** Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

g) Fee for Appeal: Fee for filing appeal:

- **a.** Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:

a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

i. hear all the parties to appeal present before him; and

ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

34) Stay of procurement proceedings

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

35) Vexatious Appeals & Complaints

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

36) Offenses by Firms/ Companies

a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

- **a.** "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
- **b.** "director" in relation to a limited liability partnership or firm, means a partner in the firm.

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

37) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

- **a.** under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- **b.** under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

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

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

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

38) Monitoring of Contract

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

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

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

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

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

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT

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

1) Contract Documents

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

2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

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

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

Consortium of firms is not eligible to bid. Further, the selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

5) Eligible Goods and Related Services

a) For purposes of this Clause, the term "goods" includes commodities, raw material, Software licenses, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

6) Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7) Governing Law

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

8) Supplier's/ Selected Bidder's Responsibilities

The Selected Bidder shall deliver all the training and its related services included in the scope of work in accordance with the provisions of work order and/ or contract for execution of work order

9) Purchaser's Responsibilities

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) Rate Contract Price

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

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

c) The rate quoted by the bidder for each item mentioned in the tender shall remain valid for one year from the date of issuance of the Letter of Intent (LoI)/Rate Contract Letter and may be extended by 3 months on mutual acceptance on same terms and conditions subject to price fall clause.

11) Recoveries from Supplier/ Selected Bidder

a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.

b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

12) Taxes & Duties

a) The TDS, GST if applicable, shall be deducted at source/ paid by R-CAT as per prevailing rates.

b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) Copyright

The copyright of all training materials (electronic or paper based), and other materials used in training shall remain vested with the Selected Bidder.

14) Confidential Information

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;

ii. now or hereafter enters the public domain through no fault of that party;

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15) Sub-contracting

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

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

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

16) Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause "Force Majeure", if the selected bidder fails to start any or all of the services within the period specified in the work order, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

b) Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the partner.

i. The partner shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorate progress in the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the Work order with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the training and related services.

iv. It shall be at the discretion of the concerned authority to accept or not to accept the supply of training services rendered by the partner after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered service.

v. If R-CAT is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

c) In case of extension in the delivery and/ or initiation/ completion/ training period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service/ deliverables which the selected partner has failed to supply/ complete : -

No.	Condition	LD %*
a.	Delay up to one week period of the prescribed start date of training	2.5 %
b.	Delay exceeding one week but not exceeding two weeks of prescribed start date of training	5.0 %
c.	Delay exceeding two weeks but not exceeding three weeks of the prescribed start date of training	7.5 %
d.	Delay exceeding four weeks of the prescribed start date of training.	10.0 %

i. Fraction of a day in reckoning period of delay in training shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10% of the contract value.

iii. *Percentage of the payment due for the training milestone.

iv. After one month of delay, the work order needs to be reconfirmed with R-CAT. The training period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the selected bidder.

17) R-CAT Service Charges/Administrative Charges

R-CAT will deduct 15% administrative charges from the payable amount, inconsideration of the infrastructure and support services rendered.

18) Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the R-CAT in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by R-CAT, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

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

e) In case a Force Majeure situation occurs with the R-CAT, the R-CAT may take the case with the supplier/ selected bidder on similar lines.

19) Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -

i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
ii. the method of shipment or packing;
iii. the place of delivery; and
iv. the related services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

20) Termination

a) Termination for Default

i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

   a. If the supplier/ selected bidder fails to deliver any or all quantities of the goods / service within the time period specified in the contract, or any extension thereof granted by R-CAT; or

   b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

   c. If the supplier/ selected bidder, in the judgement of the Purchaser,isfound to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

   d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If R-CAT terminates the contract in whole or in part, amount of PSD may be forfeited.

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

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

c) Termination for Convenience

i. R-CAT, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

21) Exit Management

a) The selected bidder shall clear all financial dues or liabilities arising from their operations before exit clearance is granted.

b) The partner must cooperate in conducting a joint exit audit with R-CAT officials to verify compliance with contractual and operational obligations.

c) An exit clearance should be obtained from the institute, confirming that all deliverables have been duly transferred or settled.

d) Any deviation from the approved exit guidelines without prior written consent of the R-CAT shall be treated as a breach of contract as per agreement terms.

22) Settlement of Disputes

a) General: If any dispute arises between the supplier/ selected bidder and R-CAT during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

23) Non Disclousre

a) The Selected Bidder shall safeguard and keep the Confidential Information of R-CAT in confidence. The Selected Bidder shall not, without the prior written consent of the R-CAT, disclose Confidential Information to any person or entity except to selected bidder's employees, officers and directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The Selected Bidder shall ensure that each of such employees, officers and directors are made aware of the nature of confidential information and shall at all times remain liable for the wrongful disclosure by such persons. Further, the bidder shall ensure not to disclose the confidential information to its affiliates, holding company/ parents as well as group companies.

b) The Selected Bidder will have to invariably sign a Non-Disclosure Agreement (NDA) with R-CAT simultaneous (and not later than) to the execution of Agreement. The Format of Non-Disclosure Agreement is Annexed as Annexure 13. The Selected Bidder shall be bound by the NDA and shall be held responsible for any breach of the NDA by it or its employees, representatives, partners, delegates. The Selected Bidder shall notify R-CAT promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of R-CAT.

24) Provision in Conflict

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

SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Payment Terms and Schedule

The time schedule and payment for the implementation of the project would be as follows -

a) The time specified for training delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the selected bidder shall arrange training related supplies and provide the required services within the specified period.

b) If "T" is the event marking R-CAT issuing the work order for training delivery and commissioning of various other services under Contract to the selected bidder. All trainings must be initiated within T+15 working days. Payments to the Selected Bidder/OEM, after successful completion of the specified project deliverables & related services as per SoW, would be made as under: -

A. For Industry Recognized Certification/Global Certification Courses-

Particulars	Deliverables	Payment Terms
After Completion of Training	1. List of Instructors and their qualifications & certifications. 2. Trainer's authorisation letter from OEM 3. Attendance of the Candidates with LMS ID for Course Material. 4. 1st Mock Test Answer sheet/Summary of Mock Test Report (after 50% completion of training)for the list of candidates for which invoice is submitted.	30% of the training fees will be paid
	1. 2nd Mock Test Answer sheet/Summary of Mock Test Report (after 100% completion of training) for the list of candidates for which invoice is submitted. 2. Feedback of the training from participants on completion of training.	30% of the training fees will be paid
After Completion Exam	1. Score card of the appeared candidates in Global Certification exam	30% of the training fees and 100% of the Exam fees will be paid
After Completion of Certification	1. Passing Certificate of candidates in the Global Certification Test/Exam. 2. Summary of results highlighting pass percentage of the batch.	10% of the Training fees will be paid

Note: Payments shall be considered in case of complete submission of relevant deliverables only.

B. For all other Training Programs (Workshops) wherever applicable -

Particulars	Timeline	Deliverables	% of Payment
Completion of Training	Course Completion	On completion of the training & submission of the following documents. i. List & attendance of the Candidates. ii. Feedback of the training from participants. iii. Hard / Soft Copy of course material to each participant iv. List of Instructors and their qualifications & certifications.	100

C. For Courses on Credit (wherever applicable) -

Particulars	Timeline	Deliverables	% of Payment
Completion of Training	Course Cycle Duration	On completion of the training & submission of the following documents. i. List & attendance of the Candidates. ii. Receipt of Candidate's fee payment / RCAT confirmation letter for fee submission of the candidates iii. Certificate of Completion of course.	100

Note: The training assignments volume will be decided solely by the procuring entity and the Payments shall be made based on the completion of all criteria set above and after deductions (if any).

a) The selected bidder request for payment shall be made to the purchaser in writing, accompanied by invoices describing, the related services performed, and by providing the required documents submitted pursuant to the conditions of the contract.

b) Invoices shall be submitted batch wise, partial invoices of a batch will not be admissible.

c) The selected bidder may request for payment to the purchaser on completion of work for each batch of training.

d) Due payments may be made promptly by the purchaser.

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

f) All remittance charges will be borne by the selected bidder.

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

h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

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

2. Service Level Standards/ Requirements/ Agreement

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

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

It is acknowledged that service levels may change as service needs evolves over the course of the contract. The present SLAs have been worked out on the basis of current expectations. Service levels between the purchaser and bidder can be revised in view of experience gained during the project period. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of services provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to the contract.

This service level will be applicable for all courses mentioned in Bill of Material

Sr. No.	Service Level Agreement	Penalty in INR/%
1.	The selected bidder should avoid changing prescribed trainer/trainers' mid-way between the training programs. For each instance of change of trainer (except in case of resignation / pre-approved/ feedback of R-CAT) penalty will be levied. No fine shall be levied for 1st instance of change with prior approval of R-CAT.	1% of invoice value will be charged for each instance
2.	For each instance of absence of trainer (without approval of R-CAT) penalty will be levied.	1% of invoice value will be charged for each day of absence
3.	Feedback: If the satisfaction percentage shared in feedback forms is less than 80%. Satisfaction Percentage shall be calculated as: (Summation of points of responses ÷ Total maximum) × 100	5% of invoice value.

Penalty Capping:

The total penalties shall not exceed 5% of the total batch cost.

3. Price Fall Clause:

If the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

ANNEXURE-1: BILL OF MATERIAL (BoM)

A. Bill of Material (Specification as per Annexure 2)

S.No.	Course Name	Training Duration
Global Certification Courses / Industry Recognized Certificate		
1.	Digital Application Design (UI/UX)	120 hrs.
2.	Visual Effects & Motion Graphics (After Effects)	120 hrs.
3.	Digital Media Editing (2D/3D)	120 hrs.
4.	Visual Design (Photoshop)	90 hrs.
Courses for Credit (Online)		
1.	Credit Course on Adobe Photoshop	30 hrs.
2.	Credit Course on Adobe InDesign	30 hrs.
3.	Credit Course on Adobe Animate	30 hrs.
4.	Credit Course on Acrobat Pro	30 hrs.
5.	Credit Course on Adobe Express	30 hrs.
6.	Credit course on Adobe Premiere Pro	30 hrs.
7.	Credit Course on Adobe FireFly	30 hrs.
Courses for Workshops		
1.	Adobe Workshop: Firefly AI, Adobe express	Half Day
2.	Adobe Workshop: Firefly AI, Adobe express	Full Day

ANNEXURE-2: COURSE COMPLIANCE

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered, and no extra weightage shall be awarded for such deviations.

S.No.	Course Name	Training Duration	Bidder Compliance (Yes/No)
Global Certification Courses / Industry Recognized Certificate			
1.	Digital Application Design (UI/UX)	120 hrs.	
2.	Visual Effects & Motion Graphics (After Effects)	120 hrs.	
3.	Digital Media Editing (2D/3D)	120 hrs.	
4.	Visual Design (Photoshop)	90 hrs.	
Courses for Credit (Online)			
1.	Credit Course on Adobe Photoshop	30 hrs.	
2.	Credit Course on Adobe InDesign	30 hrs.	
3.	Credit Course on Adobe Animate	30 hrs.	
4.	Credit Course on Acrobat Pro	30 hrs.	
5.	Credit Course on Adobe Express	30 hrs.	
6.	Credit course on Adobe Premiere Pro	30 hrs.	
7.	Credit Course on Adobe FireFly	30 hrs.	
Courses for Workshops			
1.	Adobe Workshop: Firefly AI, Adobe express	Half Day	
2.	Adobe Workshop: Firefly AI, Adobe express	Full day	

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

To,
MD, RCAT,
Soochna Kendra, Near Trauma Centre,
Opposite SMS Hospital, Tonk Road,
Jaipur -302001

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

Thanking you,

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

Verified Signature:

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

To,

MD, RCAT,

Soochna Kendra, Near Trauma Centre,

Opposite SMS Hospital, Tonk Road,

Jaipur -302001

In response to the NIB reference No. ______________________ dated: ________ for _____________________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: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
MD, RCAT,
Soochna Kendra, Near Trauma Centre,
Opposite SMS Hospital, Tonk Road,
Jaipur -302001

CERTIFICATE

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

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

Thanking you,

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

ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {to be submitted by the bidder on his Letter head}

To,

MD, RCAT,

Soochna Kendra, Near Trauma Centre,

Opposite SMS Hospital, Tonk Road,

Jaipur -302001

Reference: NIB No ______________________________ dated _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Indicative Financial Bid Format

Note: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

Sr. No. (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit (In INR) (excluding GST) (5)	GST on Unit Rate for Training Fees (In %) (6)	GST on Unit Rate for Training Fees(In INR) (7)=5*6%	Certification cost Per Unit (In INR) (excluding GST) (8)	GST on Unit Rate for Certification cost (In %) (9)	GST on Unit Rate for Certification cost(In INR) 10=8*9%	Per Unit Cost including GST for Training Fees and Certification Cost (11=5+7+8+10)	Total cost including GST for Training Fees and Certification Cost (12=3*11)
Global Certification Courses											
1	Digital Application Design (UI/UX) **120 HRS**	50	Candidate								
2	Visual Effects & Motion Graphics (After Effects) **120 HRS**	50	Candidate								
3	Digital Media Editing (2D/3D) **120 HRS**	25	Candidate								
4	Visual Design (Photoshop) **90 HRS**	25	Candidate								
Courses for Credit (Selfpaced)											
1	Credit Course on Adobe Photoshop - **30 HRS**	100	Candidate								
2	Credit Course on Adobe InDesign **30 HRS**	100	Candidate								
3	Credit Course on Adobe Animate - **30 HRS**	100	Candidate								
4	Credit Course on Acrobat Pro - **30 HRS**	100	Candidate								
5	Credit Course on Adobe Express - **30 HRS**	100	Candidate								
6	Credit course on Adobe Premiere Pro - **30 HRS**	100	Candidate								

7	Credit Course on Adobe FireFly - **30 HRS**	100	Candi date								
Courses for Workshops											
1	Adobe Workshop: Firefly AI, Adobe express - **Half Day**	25	Event								
2	Adobe Workshop: Firefly AI, Adobe express - **Full Day**	25	Event								
TOTAL											

Note: R-CAT will deduct 15% administrative charges from the payable amount, inconsideration of the infrastructure and support services rendered. Rate Contract will be done with only one bidder (i.e.L1). Composite cost of all items mentioned in BoQ will be considered for selection of L1.

ANNEXURE-7: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____day of _______, 2026 by and between Rajasthan Centre of Advanced Technology (R-CAT), having its head office at Old Soochna Kendra, Opposite SMS Hospital, Trauma Centre, Tonk Road, Jaipur-302001 (Rajasthan) (herein after referred to as Purchaser/ R-CAT)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 Letter of Rate Contract having Reference 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 R-CAT 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. This Agreement for Rate Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier during the entire period of this Rate Contract.
3. In consideration of the payment to be made by R-CAT to M/s ____________at the rates set forth in the work order no. __________________, ________ will duly supply/Provide services for the said articles set forth in "Annexure-1: 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.

4. The R-CAT 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 R-CAT 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.
5. 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.
6. In case of extension in the delivery and/ or initiation/ completion/ training period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service/ deliverables which the selected partner has failed to supply/ complete : -

No.	Condition	LD %*
a.	Delay up to one week period of the prescribed start date of training	2.5 %
b.	Delay exceeding one week but not exceeding two weeks of prescribed start date of training	5.0 %
c.	Delay exceeding two weeks but not exceeding three weeks of the prescribed start date of training	7.5 %
d.	Delay exceeding four weeks of the prescribed start date of training.	10.0 %

i. Fraction of a day in reckoning period of delay in training shall be eliminated, if it is less than half a day.
ii. The maximum amount of liquidated damages shall be 10% of the contract value.
iii. *Percentage of the payment due for the training milestone.
iv. After one month of delay, the work order needs to be reconfirmed with R-CAT. The training period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the selected bidder.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____day of _____________, 2026.

Signed By:	Signed By:
() Designation: Company:	Managing Director R-CAT
In the presence of:	*In the presence of:*
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan/R-CAT/RISL
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan/R-CAT/RISL

ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ....of ....
Before the .... (First/ Second Appellate Authority)

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

2. Name and address of the respondent(s):
    a. <please specify>
    b. <please specify>
    c. <please specify>

3. Number and date of the order appealed againstand name and designation of the officer/ authority who passed the order (enclose copy), ora statement of a decision, action or omission ofthe procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>

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

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

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

7. Prayer:<please specify>

Place ....

Date ....

Appellant's Signature

ANNEXURE-9: AUTHORIZATION FORM (Indicative Format)- AUTHORIZATION FORM by the OEM {to be filled by the OEM}

To,
{Procuring Entity}, ____,

Subject: Issue of the Authorization Form by OEM

Reference: NIB/ EOI Ref. No. ____dated _____________

Sir,

We {name and address of the OEM} who are established and reputed original developer of the training course do hereby authorize {M/s ____} who is our {Partner/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Training courses designed and developed by us: -

{OEM will mention the details of all the proposed training course(s) with their name and other necessary detail.}

a) We hereby undertake that the training courses offered by M/s __________________________ have been discussed and approved by us.
b) We undertake that we are the rightful owner of all Intellectual Property Rights of the training course material. No pirated copy of the software shall be used in the training courses mentioned above.
c) We undertake to provide full support to M/s _____________________________ for the offered Training courses and Software, as mentioned above, for complete one year.
d) We hereby undertake to update and upgrade the course material as per industry requirement and changes in the technology during the complete period of contract (One Year).
e) We hereby confirm that any Hardware/ Software including licenses required for conducting courses will be supplied/managed by the OEM.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: ____

ANNEXURE-10: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

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

To,
The Managing Director,
Rajasthan Centre of Advanced Technology (R-CAT),
Old Soochna Kendra, Opposite SMS Hospital, Trauma Centre, Tonk Road, Jaipur-302001

Sir,

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

   It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. ____________ (Rupees <in words>)> in respect to the NIB Ref. No. ____________ dated ________ issued by Rajasthan Centre of Advanced Technology (hereinafter referred to as "R-CAT") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

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

2. Now, therefore, we the .... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at....................... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the R-CAT of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the R-CAT on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the R-CAT that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the R-CAT shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the R-CAT and it is further declared that it shall not be necessary for the R-CAT to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the R-CAT may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the R-CAT to recover the said amount of <Rs. ____________ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ………………………(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. ____________ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

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

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

<u>GUIDELINES FOR SUBMISSION OF BANK GUARANTEE</u>

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by R-CAT
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
The Managing Director,
Rajasthan Centre of Advanced Technology (R-CAT),
Old Soochna Kendra, Opposite SMS Hospital, Trauma Centre, Tonk Road, Jaipur-302001

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

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

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the R-CAT
For and on behalf of the R-CAT

Signature

(Name & Designation)

ANNEXURE- 11: TENDER SUMMARY FORM

Reference No.: **Dated:**

1) **Addressed to:**

Name of the Bidding Authority	Managing Director, RCAT
Address	
Telephone	
Tele Fax	
Email	

2) **Firm Details:**

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Certificate of Incorporation Number				
PAN No.				
GST No.				
Type of Firm **Put Tick(√) mark**	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			

3) The requisite RISL Processing Fee amounting to Rs.______/- (Rupees <in words>) has been deposited vide receipt no/DD No.. ______ dated _________.

4) We agree to abide by all the terms and conditions mentioned in this tender document and respective corrigendum's (if any) issued by the tendering authority (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____________________

Authorized Signatory: ______

ANNEXURE- 12: DETAILS OF THE COURSE

S.No.	Particulars	Page No.
1.	Detailed Syllabus of the Training course(s) according to the specified package	
2.	Eligibility requirement of students for each course specified.	
3.	Assessment Process of the certification	
4.	Duration of the program with detailed timelines	
5.	Learning Outcomes	

ANNEXURE- 13: NON-DISCLOSURE AGREEMENT

This Agreement is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

-- having its office at ---

--------- India hereinafter referred to as ***'Purchaser'*** or **'------------ ',** which expression shall, unless the context

otherwise requires, include its permitted successors and assigns);

AND

<***>**,** a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '***Selected Bidder'*** which expression shall, unless the context otherwise requires, include its permitted successors and assigns). Each of the parties mentioned above are collectively referred to as the '***Parties***' and individually as a '***Party***'.

WHEREAS:

1. Purchaser is desirous to implement the project of -------------- --.
2. Whereas in pursuing the Project (the "***Business Purpose***"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (*as defined hereinafter*) to the other Party ("Receiving Party").
3. Whereas such Confidential Information (*as defined hereinafter*) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in the **RFP and MoU.**

1.2. Interpretations

In this Agreement, unless otherwise specified:

a. references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to this Agreement;
b. use of any gender includes the other genders;

c. references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

d. references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;

f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

g. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;

h. references to times are to Indian standard time;

i. a reference to any other document referred to in this Agreement is a reference to than other document as amended, varied, novated or supplemented at any time; and

j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

b. as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

c. as between any value written in numerals and that in words, the value in words shall prevail

1.5. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the **MoU** and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the **MoU** and this Agreement, the provisions contained in the **MoU** shall prevail over this Agreement.

2. TERM

This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information ("***Term***"), at which time it will terminate, unless extended by the disclosing party in writing.

3. SCOPE OF THE AGREEMENT

a. This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

b. Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

a. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and

b. grant access to Confidential Information only to its employees on a 'need to know basis and restrict such access as and when not necessary to carry out the Business Purpose.

c. cause its employees to comply with the provisions of this Agreement;

d. reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and

e. prevent disclosure of Confidential Information to third parties;

f. disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

   i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

g. upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.

h. not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

i. exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

j. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

a. was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or

b. has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or

c. was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or

d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

e. is disclosed with the prior consent of the disclosing party; or

f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

g. the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

a. Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

b. By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

c. Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

d. Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. DISPUTE RESOLUTION

a. If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 7 before starting court proceedings (except proceedings for urgent interlocutory reliefp). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.

b. A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

c. The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. VARIATION

This Agreement may only be varied in writing and signed by both Parties.

9. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

a. shall be in writing

b. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

c. shall be executed by a duly authorized representative of the Party; and

d. shall not affect the validity or enforceability of this Agreement in any manner.

10. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11. ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

12. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

13. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

14. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <***> Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Solution Provider:

Attn. <***> Phone: <***> Fax No. <***>

17. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

19. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Purchaser and the Solution Provider shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

20. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of the Solution Provider by:	For and on behalf of R-CAT by:
Signature	Signature
Name	Name
Designation	Designation
Address	Address
Fax No.	Fax No.
Contact No.	Contact No.

In the Presence of

1.

2.

ANNEXURE-14: CERTIFICATE FOR PRIOR REGISTRATION FOR PUBLIC PROCUREMENTS {Indicative Format-to be submitted by the bidder}

To,

{Procuring entity},

___________________________,

___________________________,

Reference: NIB No. ____________________dated ______ (Unique Bid No.: ________________)

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public (RTTP) Rules, 2013 and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021,15.01.2021 and 30.03.2021 regarding prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

*I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

*I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

***Please strikeout which is not applicable.**