

Rajasthan Centre of Advanced Technology
(A Registered Society established by the Government of Rajasthan)

Ref No.: F1.1(10)/RCAT/Corp./2025/518

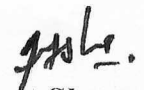
Date: 22/07/2025

Corrigendum

With reference to the NIB No. **F1.1(10)/RCAT/Corp/2025/400 Dated 11-06-2025**, Unique Bid Ref. No. **RCT2526SLRC00003**, the modifications below will supersede all references made to this regard in the respective sections in EOI for "**Rate Contract for Training Partners for various courses at R-CAT**".

eProc Tender ID: 2025_RCAT_478479_1

Sl. No	Events	Existing Date	New Date
1.	Bid Submission Start Date of RFP	23-07-2025 18:00 hrs.	30-07-2025 18:00 hrs.
2.	Bid Submission End Date of RFP	25-07-2025 15:00 hrs.	01-08-2025 15:00 hrs.


Amit Sharma
General Manager(T)



Rajasthan Centre of Advanced Technology
(A Registered Society established by the Government of Rajasthan)

Ref No.: F1.1(10)/RCAT/Corp./2025/ **495**

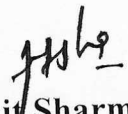
Date: **15/07/2025**

Corrigendum

With reference to the NIB No. **F1.1(10)/RCAT/Corp/2025/400 Dated 11-06-2025**, Unique Bid Ref. No. **RCT2526SLRC00003**, the modifications below will supersede all references made to this regard in the respective sections in EOI for "**Rate Contract for Training Partners for various courses at R-CAT**".

eProc Tender ID: 2025_RCAT_478479_1

Sl. No	Events	Existing Date	New Date
1.	Bid Submission Start Date of RFP	15-07-2025 18:00 hrs.	23-07-2025 18:00 hrs.
2.	Bid Submission End Date of RFP	17-07-2025 15:00 hrs.	25-07-2025 15:00 hrs.


Amit Sharma
General Manager(T)

NOTICE INVITING BID (NIB)

Ref. No.: F 1.1 (10)/RCAT/CORP/2025/400


Date: 11/06/2025

Unique Bid No.: RCT2526SLRC00003

Name & Address of the Procuring Entity	<ul style="list-style-type: none">• Name: Rajasthan Centre of Advanced Technology (R-CAT)• Address: Soochna Kendra, Near Trauma Centre, Opposite SMS Hospital, Tonk Road, Jaipur -302001
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none">• 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 Training Partners for various courses at R-CAT
Bid Procedure	Single-stage: Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none">• Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://www.doitc.rajasthan.gov.in, http://rcat.rajasthan.gov.in• Bidding document fee: Rs. 5000/- (Rupees Five Thousand Only) in Cash/Demand Draft in favor of "Rajasthan Centre of Advanced Technology" payable at "Jaipur".• RISL Processing Fee: Rs. 2500 (Rupees Two Thousand Five Only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Tender Fee	<ul style="list-style-type: none">• Amount (INR): 5,000/- (Rupees Five Thousand Only).
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none">• Amount (INR): 2,00,000/- (Rupees Two Lacs Only per Package).• Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in favor of "Rajasthan Centre of Advanced Technology" payable at "Jaipur" as per RFP.
Period of Sale/Download of Bidding Document (Start/ End Date)	<ul style="list-style-type: none">• Start Date: 11-06-2025 from 06:00 PM• End Date: 17-07-2025 till 3:00 PM
Date/Time for Pre-bid Queries	<ul style="list-style-type: none">• Pre-bid Meeting at 11:30 AM on 19.06.2025 in R-CAT Conference Room.• Last date of submissions of Pre Bid Queries (through email only) by the bidder 20.06.2025 EoD on amit.risl@rajasthan.gov.in.
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none">• Manner: Online at eProc website (http://eproc.rajasthan.gov.in)• Start Date: 15-07-2025 from 06:00 PM onwards.• End Date: 17-07-2025 till 3:00 PM
Submission of Banker's Cheque / Demand Draft for Tender Fee, Bid Security (EMD), and Processing Fee*	<ul style="list-style-type: none">• Till 17-07-2025 up to 3:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none">• Date: 17-07-2025 at time 04:00 PM• Place: Conference Room, 2nd Floor, R-CAT, Jaipur 302001 (Rajasthan)
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



- 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 at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft/ Bank Guarantee¹⁹ for Tender Fee, Bid Security, up to prescribed time period, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft/ Bank Guarantee for Bidding document fee and Bid Security should be drawn in favour of "Rajasthan Centre of Advanced Technology" payable at "Jaipur" from any Scheduled Commercial Bank. The 'RISL Processing Fee' should be drawn in favour of 'Managing Director, RISL'.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by 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) Pre-bid Queries can be submitted through email only on email ids amit.risl@rajasthan.gov.in and last Date of submitting clarification request (through email only) by the bidder will be 20.06.2025.
- 8) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 9) 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.
- 10) 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.
- 11) 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 RTPPA Act 2012 and Rules thereto, the later shall prevail.


Amit Sharma
General Manager (Technical)

Reference No.:F1.1(10)/RCAT/CORP/2025/400

dated: 11/06/2025

Unique Bid No.: Refer to NIB

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, Rajasthan Centre of Advanced Technology, R-CAT, Old Soochna Kendra, Opposite SMS Hospital, Trauma Centre, Tonk Road, Jaipur-302001 (Rajasthan)
Last Date & Time of Submission of Bid	17/07/2025 till 03:00 PM
Date & Time of Opening of Technical Bid	17/07/2025 at 04:00 PM

Price: Rs. 5,000/- Only

[NIT No.: F1.1(10)/RCAT/CORP/2025/400 Dated: 11-06-2025]
[Last Date and Time for Submission of Proposals: 17-07-2025 till 15:00 hrs.]
[To be opened on 17-07-2025 at 16:00 hrs.]
Pre-Bid on 19-06-2025 at 11:30 AM

Rate Contract for Training Partners for various courses at R-CAT

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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1. 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
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
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
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. MD, 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	Rate Contract period will 2 years commence from the date of signing of Agreement.
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 Center
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Training	<i>Training</i> 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. It includes orientation sessions, technical training, user familiarization, operational or functional instruction, and train-the-trainer programs, as well as the development and delivery of associated materials such as manuals, handbooks, audiovisual aids, software tools, simulation modules, and certification resources. Training may also involve on-site or off-

	site sessions, assessments, and feedback mechanisms. Where training is provided as part of a contract for goods or services, it shall be considered incidental to the primary deliverables unless otherwise specified, and provided that the cost of training does not exceed the value of the goods or services supplied.
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
ISO	International Organisation for Standardisation
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	Performance Security Deposit shall be deposited by the successful bidder after receiving the work order

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 Statewide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
Security Deposit	Amount deposited by the successful bidder prior to execution of agreement for rate contract
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.raj.nic.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
Unbalanced Bid	Any bid below more than fifteen percent of Estimated Bid Value
Unbalanced Bid Amount	Positive difference of eighty five percent of Estimated Bid Value minus Bid amount Quoted by the bidder
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

2. PROJECT PROFILE & BACKGROUND INFORMATION

1.1 Project Overview

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 –

1.1.1 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.

1.1.2 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).

1.1.3 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.

1.1.4 Workshops:

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.

1.1.4.1 Seminar:

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.

1.1.4.2 Three Day Short Term Courses:

Short-term courses for 3 days is a learning program designed to provide essential skills and knowledge in a short timeframe. These courses need to cover topics related to emerging and advanced technologies (refer to the BoM). These need to be designed in a way that it is ideal for government officials, students, or anyone looking to upgrade their skills efficiently. Such courses may include practical sessions, and hands-on learning.

1.1.4.3 Five Day Courses on Technologies:

The 5-day courses are structured learning programs aimed at providing in-depth understanding and practical exposure to emerging and advanced technologies (refer to the BoM). These courses are designed to go beyond introductory concepts, offering participants a deeper engagement with the subject matter. These programs will include a blend of theoretical instruction and hands-on practice. The course should be curated to help participants apply their learning to real-world scenarios, enabling them to gain both conceptual clarity and practical skills in a focused, time-bound format.

This RFP intends to select firms who will be responsible for conducting the above-mentioned programs in the form of rate contract.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 /2013 OR A partnership firm registered under Indian Partnership Act, 1932. OR An LLP firm registered under Limited Liability Partnership Act, 2008	- Copy of valid Registration Certificate - Copy of Certificate of incorporation
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover (from IT/ITes) of the bidder during the last three financial years, i.e., from 2021-22, 2022-23 and 2023-24 should be at least Rs. 20.00 crores.	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net worth	The net worth of the bidder as on 31 st March 2024, should be positive.	CA Certificate with CA's Registration Number/ Seal
4.	Tax registration	The bidder should have a registered number of I. GST where his business is located. II. Income Tax / PAN number.	Copies of relevant certificates of registration
5.	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 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.	A Self Certified letter as per Annexure-5: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		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.	

- (b) In addition to the provisions regarding the qualifications of the bidders as set out in (a) above: -
- (c) the procuring entity shall disqualify a bidder as per the provisions under “Clause:Exclusion/ Disqualification of bids in Chapter-5: ITB”; and the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
- (d) Consortiums are not allowed.
- (e) Bidders (if not an OEM) should be authorized by the OEMs through MAF.
- (f) In the event that an OEM participates directly for its courses, all other bids submitted by any other bidders for the same package shall be rejected.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES:

4.1 Scope of work (SoW) :

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

- a. **Training:** To provide training to the candidates of Rajasthan 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. Training may include sessionals. 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. **Assessments:** To conduct assessments to help the candidate acquire certifications after successful completion of training.
- d. **Course completion Certificate:** To award course completion certificate to participant on successful completion of course.
- e. **Certifications:** On completion of courses, the training provider should provide certificate recognizing the completion of course or facilitate examinations to get the students certified on the courses. These needs to be provisioned post assessment exams. Bidder should ensure that all candidates of Global Certification Program/Industry Recognized Certification Program pass the Certification Exams.

- f. **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).
- g. **Enabling Participants to attend the Global Certification tests:** The selected bidder is expected to facilitate the global certification tests for its participating candidates.
- h. **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.
- i. **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:

They should have the capability to conduct both offline and instructor led online training, as well as exams in both modes. At R-CAT, most of the training will be primarily in offline or face to face mode. Some amount of training in online mode is also allowed when the trainer is physically located in any of the R-CAT centers, or any other location approved by R-CAT. The bidder may have to facilitate classes in upto 4-hour sessions per day (for Industry recognized certification program/Global Certification Program) to ease operations and accommodate participant requests as most of the candidates will be from the colleges across the state and would require to attend regular classes inside the college campus. The bidder needs to manage the attendance records of the training and all other associated activities.

4.3 Trainers' Capabilities:

Trainers engaged by the selected bidder for Industry Recognized Certification Courses/Global Certification Courses should have sufficient training experience. The profile of the trainers needs to be approved by R-CAT before the training is initiated.

4.4 Learning Management System:

The bidder should have a SCORM-compliant LMS and support R-CAT in integrating their LMS with R-CAT's LMS (when requested in writing). The LMS should be accessible to all candidates nominated for training.

4.5 Record Sharing:

The Training Partner 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:

1. Names, contact details, and background information.
2. Categorization by financing type (self-financed / R-CAT financed).

3. Shared upon request by R-CAT.

- ✦ Training Course Report:
 1. List of training courses conducted.
 2. Dates, durations, and course content summaries.
 3. Batch-wise course completion records.
- ✦ Enrollment & Completion Statistics:
 1. Number of students enrolled and trained.
 2. Batch-wise or course-wise breakdown.
- ✦ Faculty Development Program (FDP) Reports:
 1. Details of FDPs conducted.
 2. List of faculty members trained.
 3. Content and duration of the programs.
- ✦ Six Monthly Performance Report:
 1. Consolidated report for annual evaluation.
 2. Covers all the above components.
 3. Includes performance metrics as per evaluation criteria.
- ✦ Attendance and Assessment Records:
 1. Daily attendance logs.
 2. Assessment/test scores and certifications (if applicable).

The successful commissioning of the program requires the Training Partner (TP)/OEM to provide quality (based on feedback) & timely training. The rate quoted by the bidder for all courses mentioned in the tender shall remain valid for purchase by R-CAT for a period of two years and may be extended for further 1 year on mutual acceptance on same terms and conditions subject to price fall clause.

4.6 Timelines and Payment

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 TP 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 Rate Contract to the selected bidder(s). All trainings must be initiated within T+15 working days. Payments to the selected bidder, after successful completion of the target milestones would be made as under:

- **For Industry Recognized Certification/Global Certification Courses -**

Particulars	Timeline	Conditions/Deliverables	% of Payment
Completion of Training & Certification	Course Completion + Certification Test	i. List & attendance of the Candidates. ii. Hard/Soft Copy of course material/LMS to each participant. iii. List of Instructors and their qualifications & certifications. iv. Mock Test Answer sheet/Summary of Mock Test Report for the list of candidates for which invoice is submitted. v. Feedback of the training from participants on completion of training. vi. Completion of training and Award of Course Completion Certificate to participants.	100

		vii. Documentation confirming the pass / fail status of candidates in the Global Certification Test/Exam.	
		viii. Summary of results highlighting pass percentage of the batch.	

No payment will be done for the candidates who do not pass the certification exam post completion of training.

- **For all other Training Programs (FDP, Workshops, Seminars, 3 Day Short Term Courses, 5 Day Courses) wherever applicable -**

Particulars	Timeline	Conditions/Deliverables	% of Payment
Completion of Training	Course Completion	On success completion of the complete 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. Certificate of Completion of course. v. List of Instructors and their qualifications & certifications.	100

- **For Courses on Credit (wherever applicable) -**

Particulars	Timeline	Conditions/Deliverables	% of Payment
Completion of Training	Course Cycle Duration	On success completion of the complete training & submission of the following documents. i. List & attendance of the Candidates. ii. Hard / Soft Copy of course material to each participant. iii. Certificate of Completion of course.	100

Note: No minimum quantity of training is guaranteed in rate contract. 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).

- 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.
- The selected bidder may request for payment to the purchaser on completion of work for each batch of training.
- Due payments may be made promptly by the purchaser.
- The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the selected bidder.
- In case of disputes, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 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.
- Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- No payment will be done for the candidates who do not pass the certification exam post completion of training

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) Pre-bid Meeting/ Clarifications

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

3) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	RFP signed in all pages	RFP (PDF)
7.	Self-Declaration	As per Annexure-5 (PDF)
8.	Manufacturer's Authorisation Form (MAF)	As per Annexure-6 (PDF)
9.	Details of the Course	As per Annexure-3 (PDF)

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-7 (PDF)
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) Multiple OEMs

Bidder can bid for more than 1 package but not more than 5 packages.

8) Bid Security (EMD)

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security need to be submitted for each package for which the bidder is submitting its bid. So, if the bidder is submitting proposals for more than one package then the EMD amount will be calculated as *Number of packages * EMD amount = Total EMD*.
- d) 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.
- e) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f) 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.
- g) 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.
- h) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting security deposit.
- j) 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 letter of intent;

- c. when the bidder does not deposit the security deposit within specified period after the LOI is placed; and
 - d. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - k) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - l) No interest shall be payable on the bid security.
 - m) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Security Deposit, or refunded if the successful bidder furnishes the full amount of Security Deposit.
 - n) 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 rate contract and security deposit is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 9) Deadline for the submission of Bids**
- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
 - b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.
- 10) Withdrawal, Substitution, and Modification of Bids**
- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
 - b) Bids withdrawn shall not be opened and processes further.
- 11) Opening of Bids:**
- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
 - b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
 - c) The committee shall prepare a list of the bidders & their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
 - d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL/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, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method:

Selection method is Least Cost Based Selection (LCBS or L1). The L1 bidder would be selected for each package and the same will be arrived based on the total of each Package. Zero cost for any course will not be entertained. If financial bid is submitted with zero cost then the bids will be summarily rejected.

Bidder has to quote compulsorily in all courses under a specific package mentioned in bill of material/BoQ, otherwise complete bid will be rejected.

Only one bidder (L1) will be selected for each package.

13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
 - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids**
- a. The bid evaluation committee may waive any non-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, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria**
- a. Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids".
 - b. Any item asked in tender document and if not found technically qualified during technical evaluation of bid, Whole bid will be considered as technically non complied bid. The tendering authority will only consider the financial bid of technically complied bid.
- d) Tabulation of Technical Bids**
- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
 - e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
 - f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

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

- a) For two part/cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.

- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order;
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the training and related services required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

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

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Price/ purchase preference in evaluation

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

18) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most

advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work 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 rate contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the rate contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the rate contract to the bidder(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder(s) has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of security deposit, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a letter of intent may be sent to the bidder. The acceptance of an offer is complete as soon as the 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 intent shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its security deposit is obtained.

22) Information and publication of award

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

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

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

24) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if 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 per RTPP Act.

25) Security Deposit

- a) Bidder shall submit the Security Deposit with in fifteen days of issue of letter of intent as per the terms and conditions of this bidding document equal to the value of Bid Security (EMD) mentioned in NIB.
- b) Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.
- c) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. When any terms and condition of the rate contract is breached or cancelled
 - b. when the bidder does not accept any work order issued anytime during the period of rate contract
 - c. when the bidder fails to commence the training of the courses or service or execute training issued under this rate contract
 - d. when the bidder does not deposit the requisite performance security within the period specified in the work order, issued under this rate contract
- d) Notice will be given to the bidder with reasonable time before Security Deposit (SD) deposited with R-CAT is forfeited.
- e) No interest shall be payable on the deposited SD.

26) 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 is despatched 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 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.

27) 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.

28) Performance Security

- a) Prior to execution of agreement, Security Deposit shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a security deposit declaration shall be taken from them. The State Government may relax the provision of security deposit in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of training services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of training services and in case of sick industries, other than SSI, whose cases are pending before

- the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of work order.
- c) However, the successful bidder will be required to deposit the amount of performance security which is 5% of the value of the work order which is actually placed upon him.
 - d) An Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
 - e) The Additional Performance Security shall be refunded to the bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the bidder.
 - f) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - g) 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.
 - h) 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.
 - 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.
 - k) PSD need to be deposited for each work order within 7 days of receipt of work order.

29) Performance Bank Guarantee (PBG) for Rate Contract

- a. The selected Service Provider(s) shall be required to furnish a Performance Bank Guarantee equivalent to INR 2,00,000 for each package.
- b. PBG will be in the form of a Bank Guarantee or eBankGuarantee in the name of Rajasthan Centre of Advanced Technology, Jaipur.
- c. The PBG should remain valid for a period of 90 (Ninety days) beyond the date of completion of all contractual obligations of the selected bidder.
- d. The Performance Bank Guarantee must be submitted within 2 weeks of issuance of Letter of Intent.

- e. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- f. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- g. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- h. 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 empanelment will be cancelled.
- i. 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.
- j. In the event of project renewal, the bidder shall ensure extension / submission of PBG within 30 days of issuance of the extension.
- k. The format of PBG is given as Annexure 8.

30) 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.

31) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -

- a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
- b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

32) 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.

33) 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.

34) 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 IT&C, GoR
Second Appellate Authority: Secretary (Finance), Finance Department, GoR
 - 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.

35) 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.

36) 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.

37) 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.

38) 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.

39) 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, quality of training and related services delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the training and related services is to be obtained continuously or is batched. An officer or the committee may visit the location where the training is being completed may be inspected.
- c) If delay in delivery of training or its related/associated services 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.

40) Stamp Duty

Stamp duty applicable as per the provision of Rajasthan Stamp Act, 1998 and the latest Notification of Finance Department, Government of Rajasthan.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the process of training from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Training" means all of the training and/or other training materials that the successful/ selected bidder is required to deliver to the Purchaser under the Contract.

- h) "Purchaser" means the entity purchasing the Training and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the delivery of the training and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Training to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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 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) 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.

5) Governing Law

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

6) 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.

7) Purchaser's Responsibilities

- a) Whenever the supply of services requires that the Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Selected Bidder, make its best effort to assist the 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.

8) 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 commence from the date of issuance of the Letter of Intent (LoI) and remain valid for two years and may be extended by 1 more year on mutual acceptance on same terms and conditions subject to price fall clause.

9) Recoveries from Selected Bidder

- a) Recovery of liquidated damages, breakage (including breakages to all types of hardware), disfiguring of office compound or premises, and tampering of software shall ordinarily be made from bills.
- b) The Purchase Officer shall withhold amount to the extent of value decided by R-CAT. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with R-CAT.
- c) The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

10) Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by R-CAT as per prevailing rates.
- b) For trainings/courses 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 trainings from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Trainings/Courses 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.

11) Copyright

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

12) Confidential Information

- a) The Purchaser and the 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 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 Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the 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 Selected Bidder need to share with user department or R-CAT or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

13) 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 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.

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

- a) Except as provided under clause "Force Majeure", if the training partner 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.
- 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.
 - 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.
 - 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.
 - 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.
 - 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.	Start of Batch	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 %

- Fraction of a day in reckoning period of delay in training shall be eliminated, if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the contract value.
- *Percentage of the payment due for the training milestone.
- 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 training partner.

15) R-CAT Service Charges/Administrative Charges

- R-CAT will levy a 15% service charge (administrative charges) on all payable amount, in consideration of the infrastructure and support services rendered.

16) Limitation of Liability

- b) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and
- c) The aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value/amount/charges paid to the selected bidder until the time such claim was brought about, provided that this limitation shall not apply;
 - i) to any obligation of the selected bidder to indemnify the Purchaser with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Wilful Misconduct of the selected bidder. For the purpose of this clause, Gross Negligence or Wilful Misconduct shall mean;

"Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.

"Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

The above provision does not limit either Parties rights provided under applicable laws of Govt. of India.

17) Force Majeure

- a) The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the 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 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 selected bidder shall promptly notify 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 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 user department or R-CAT, the user department or R-CAT may take the case with the selected bidder on similar lines.

18) Termination

a) Termination for Default

- i. The tender sanctioning authority of R-CAT may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part: -
 - a. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by R-CAT; or
 - b. If the 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 selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the 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 selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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 Services that are complete and ready for delivery 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 Services, 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 Services previously procured by the supplier/ selected bidder.

19) Exit Management

- a) Preamble
 - i. The word 'parties' include the procuring entity and the selected bidder.
 - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
 - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
 - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by R-CAT to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the departments desired by the procuring entity during the exit management period.
- iii. R-CAT during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to R-CAT mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to R-CAT or its nominated agencies.
 - b. All title of the assets to be transferred to R-CAT or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to R-CAT.
 - d. That the products and technology delivered to R-CAT during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of R-CAT. Supplied hardware, software & documents etc., used by selected bidder for R-CAT shall be the legal properties of R-CAT.
- c) Cooperation and Provision of Information during the exit management period
 - i. The selected bidder will allow R-CAT or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable R-CAT or its nominated agencies to assess the existing services being delivered.
 - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. R-CAT or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit R-CAT or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by R-CAT or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to R-CAT or its nominated agencies the following:

 - i. Documentation relating to Intellectual Property Rights;
 - ii. Project related data and confidential information;
 - iii. All current and updated data as is reasonably required for purposes of R-CAT or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by R-CAT or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable R-CAT or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to R-CAT or its nominated agencies, or its replacement operator (as the case may be).

- v. Before the expiry of the exit management period, the selected bidder shall deliver to R-CAT or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
 - i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lessors, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by R-CAT or its nominated agencies, or its replacement operator.
 - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to R-CAT or its nominated agencies, and/ or any replacement bidder operator in order to inventory the assets.
- f) General Obligations of the selected bidder
 - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to R-CAT or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
 - i. The selected bidder shall provide R-CAT or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on R-CAT operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to R-CAT or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
 - v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
 - vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by R-CAT or its nominated agencies.
 - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
 - viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - x. It would be the responsibility of the selected bidder to support new operator during the transition period.

20) Settlement of Disputes

Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

21) Non-Disclosure

- 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 SP 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 12. 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.

22) Verification of Eligibility Documents by R-CAT

R-CAT reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by R-CAT, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by R-CAT shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of R-CAT thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

As mentioned in Chapter 4, Clause 2, Project Activity, Deliverables, Timelines, and payment terms.

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.

Service Level:

- a) For all courses mentioned in Bill of Material

Sl 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	Rs. 2000/-

	fine shall be levied for 1 st instance of change with prior approval of R-CAT.																
2	For each instance of absence of trainer penalty will be levied.	Rs 2000/- per day with a cap of Rs 50,000.															
3	For Industry Recognized Certification Program / Global Certification Program Mock Tests: The selected bidder must ensure adequate practice by conducting mock tests for trainees. Ideally, these mock tests should be administered at 50%, and 100% of course completion. Selected Bidder need to provision at least 2 mock tests during the course.	5% of invoice value per mock test.															
4	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.															
5	For Industry Recognized Certification Program / Global Certification Program Only The penalties will be levied for percentage of failed students as given below. <table border="1"> <thead> <tr> <th>No.</th><th>% of Failed Students</th><th>Penalty %</th></tr> </thead> <tbody> <tr> <td>a.</td><td>If the percentage of students not passing the global certification test is greater than 0 but less than equal to 2.5%</td><td>2.5 %</td></tr> <tr> <td>b.</td><td>If the percentage of students not passing the global certification test is greater than 2.5% but less than equal to 5%</td><td>5.0 %</td></tr> <tr> <td>c.</td><td>If the percentage of students not passing the global certification test is greater than 5% but less than equal to 7.5%</td><td>7.5 %</td></tr> <tr> <td>d.</td><td>If the percentage of students not passing the global certification test is greater than 7.5% but less than equal to 10%</td><td>10.0 %</td></tr> </tbody> </table>		No.	% of Failed Students	Penalty %	a.	If the percentage of students not passing the global certification test is greater than 0 but less than equal to 2.5%	2.5 %	b.	If the percentage of students not passing the global certification test is greater than 2.5% but less than equal to 5%	5.0 %	c.	If the percentage of students not passing the global certification test is greater than 5% but less than equal to 7.5%	7.5 %	d.	If the percentage of students not passing the global certification test is greater than 7.5% but less than equal to 10%	10.0 %
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d.	If the percentage of students not passing the global certification test is greater than 7.5% but less than equal to 10%	10.0 %															

Penalty Capping: The total penalties shall not exceed 20% of the total batch cost. If performance does not improve and the penalty reaches 20% for two consecutive batches, the penalty cap will be raised to 30% of the total cost batch. Furthermore, after two consecutive instances of 30% penalty, the penalty cap will be increased to 50%. If the penalty of 50% is applied for two consecutive batches, R-CAT reserves the right to review the situation and make a decision regarding contract termination.

3) Price Fall Clause:

If the rate contract holder quotes / reduces its price to render similar training, courses or related 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.

4) Non Compliance of Item

If the successful bidder fails to comply the technical specification as per RFP, after bid finalization then his Rate contract for that item may be terminated and work may be assigned to L2 bidder or vice versa.

ANNEXURE-1: BILL OF MATERIAL (BoM):

- Bidder must submit complete financial details for the package(s) listed in Annexure 3. Any financial bid that is incomplete or contains information that does not correspond to the specified packages in Annexure 3 will be summarily rejected.
- Bidder must submit the complete financial bid for at-least one complete package.

Package-1 (Adobe):

Sl. No.	Course Name	Training Duration
Global Certification Courses		
1	Digital Application Design (UI/UX)	130 hrs.
2	Digital Media Editing (2D/3D)	130 hrs.
3	Visual Effects & Motion Graphics Using Adobe After Effects	130 hrs.
4	Visual Design Using Adobe Photoshop	90 hrs.
Courses for Credit		
1	Credit Course on UI/UX design (Figma)	60 hrs.
2	Credit Course on Media editing (2D/3D)	60 hrs.
3	Credit Course on Visual design (Adobe Photoshop)	45 hrs.
Courses for Faculty Development Program		
1	Adobe FDP (Firefly (AI), (Adobe express), Figma	40 hrs.
Workshops		
1	Adobe Workshop - Firefly AI, Adobe express	8 hrs. @ 1 Day

Package-2 (Apple):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	IOS App Development	180 hrs.
2	Final Cut Pro	100 hrs.
3	Garage Band	40 hrs.
4	Swift Playground	40 hrs.
5	Troubleshooting All Apple Devices	60 hrs.

Package-3 (AWS):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	AWS Certified Sysops Administrator – Associate	32 hrs.
2	AWS Certified Solutions Architect – Professional	32 hrs.
3	AWS Certified DevOps Engineer – Professional	32 hrs.
4	AWS Certified Security – Specialty	32 hrs.
5	AWS Certified Database – Specialty	32 hrs.
6	Machine Learning Pipeline on AWS	40 hrs.

Package – 4 (Autofina):

Sl. No.	Course Name	Training Duration
Global Certification Courses		
1	Certificate Course on Robotics & Artificial Intelligence	200 hrs.
2	Certificate Course on Industrial Robotics	60 hrs.
3	Certificate Course on Embedded Robotics	60 hrs.
4	Robotics Certificate Course on RPA	40 hrs.
5	Certificate Course on AI in Robotics	40 hrs.
Courses for Credit		
1	Credit Course on Robotics & Automation	180 hrs.
2	Credit Course on Embedded Robotics	60 hrs.
3	Credit Course on RPA	40 hrs.
Courses for Faculty Development Program		
1	FDP - Robotics and Automation, Emerging Trends & Applications	40 hrs.
2	FDP - AI In Robotics	40 hrs.
Workshops		
1	Workshop On RPA	8 hrs. @ 1 Day
2	3 Day Course on AI In Government	24 hrs. @ 3 Days
3	3 Day Course on AI For Everyone	24 hrs. @ 3 Days
4	5 Day Course on AI In Prompt Engineering	40 hrs. @ 5 Days
5	5 Day Course on AI In Data	40 hrs. @ 5 Days

Package-5 (CISCO):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Cisco Certified Network Associate	210 hrs.
2	Networking Essentials	70 hrs.
3	IT Essentials	70 hrs.
4	DevNet Associate	70 hrs.
5	Cybersecurity Essentials	30 hrs.
6	CyberOps Associate	70 hrs.
7	Network Security	70 hrs.
8	CCNP Enterprise: Advanced Routing	70 hrs.
9	CCNP Enterprise: Core Networking	70 hrs.

Package-6 (CompTIA):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	CompTIA A+	120 hrs.
2	CompTIA Network+	100 hrs.
3	CompTIA Security+	110 hrs.
4	CompTIA Linux+	100 hrs.
5	CompTIA Server+	80 hrs.
6	CompTIA CySA+	120 hrs.
7	CompTIA PenTest+	110 hrs.
8	CompTIA CASP+	120 hrs.

Package-7 (EC Council):

Sl. No.	Course Name	Training Duration
Global Certification Courses		
1	CEH (Certified Ethical Hacker - Practical)	40 hrs.
2	CPENT (Certified Penetration Testing Professional)	40 hrs.
3	CND (Certified Network Defender)	40 hrs.
4	CCSE (Certified Cloud Security Engineer)	40 hrs.
5	CHFI (Computer Hacking Forensic Investigator)	40 hrs.
Courses for Credit		
1	Credit Course on CEH (certified Ethical Hacker)	180 hrs.
2	Credit Course on CSA (Cyber SOC Analyst)	60 hrs.
3	Credit Course on CPENT (Certified Penetration Testing Professional)	40 hrs.
Courses for Faculty Development Program		
1	FDP - Cyber secured Campus	40 hrs.
2	FDP - Cyber security foundation for Educators	40 hrs.
Workshops		
1	Workshop On Hack and The Hackers	8 hrs. @ 1 Day
2	White Hat Hacker	24 hrs. @ 3 Days
3	Penetration Tester	24 hrs. @ 3 Days
4	Certified Ethical Hacker	40 hrs. @ 5 Days
5	Certified Network Defender	40 hrs. @ 5 Days

Package-8 (ESRI)

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	GIS Fundamentals Foundation Course	100 hrs.
2	ArcGIS Pro Foundation Course	100 hrs.
3	ArcGIS Developer Foundation Course	100 hrs.
4	Configure Web Apps and Mobile Apps For Your Department	40 hrs.
Courses on Credit		
1	Spatial Intelligence: Charting the Future with GIS	30 hrs.
Courses for FDP/Workshop		
1	Geospatial Solutions for Real-World Challenges	8 hrs. @1 day

Package-9 (GITHub)

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	GITHub Advanced Security	40 hrs.
2	GITHub Foundations	30 hrs.
3	GITHub Actions	30 hrs.
4	GITHub Administration	30 hrs.

Package-10 (Google)

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Digital Marketing Course – Introductory	40 hrs.
2	Digital Marketing Course – Intermediate with Practical training	120 hrs.
3	Digital Marketing Course – Advanced	240 hrs.
4	Digital Marketing Course - Crash course	90 hrs.

Package-11 (IBM):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Cybersecurity Tools and Cyberattacks Fundamentals	40 hrs.
2	Digital Security Architecture	40 hrs.
3	Blockchain Fundamentals	40 hrs.
4	Cybersecurity: Framework, Compliance, and Governance	40 hrs.
5	Python Fundamentals for Beginners	40 hrs.
Courses for Credit		
1	AI and Generative AI for the future	60 hrs.
2	Cybersecurity essentials	60 hrs.
3	Python Pro for Generative AI	60 hrs.
Courses for Faculty Development Program		
1	AI and Generative AI for the future	40 hrs.
2	Digital Security Architecture, Compliance and Governance	40 hrs.
3	FDP on AI and Generative AI	40 hrs.
Workshops		
1	Generative AI Essentials	8 hrs. @ 1 Day
2	Prompt Engineering Essentials	8 hrs. @ 1 Day
2	Generative AI Platforms and Prompt Engineering	24 hrs. @ 3 Days
3	Ethical Generative AI for Business Professionals	24 hrs. @ 3 Days

Package-12 (ISACA):

Sl. No.	Course Name	Training Duration
Global Certification Courses		
1	Certified Information Security Manager (CISM)	120 hrs.
2	Certified Information Systems Auditor (CISA)	120 hrs.
3	Certified in Risk and Information Systems Control (CRISC)	110 hrs.
4	Cybersecurity Nexus (CSX) Practitioner Certification	100 hrs.
5	CSX Foundation Certificate	40 hrs.
6	CSX Cybersecurity Fundamentals Certificate	50 hrs.
7	Certified Data Privacy Solutions Engineer (CDPSE)	100 hrs.

Package-13 (ISC²):

Sl. No.	Course Name	Training Duration
Global Certification Courses		
1	CC (Certified in Cybersecurity)	50 hrs.
2	SSCP (Systems Security Certified Practitioner)	100 hrs.
3	CISSP (Certified Information Systems Security Professional)	150 hrs.
4	CCSP (Certified Cloud Security Professional)	120 hrs.
5	CSSLP (Certified Secure Software Lifecycle Professional)	120 hrs.
5	CAP (Certified Authorization Professional)	100 hrs.
6	HCISPP (HealthCare Information Security and Privacy Practitioner)	90 hrs.

Package-14 (ISTQB)

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Certified Tester Foundation Level	40 hrs.
2	Certified Tester Advanced Level Test Analyst	70 hrs.
3	Certified Tester Advanced Level Test Automation Engineering	80 hrs.
4	Certified Tester Advanced Level Test Management	90 hrs.
5	Certified Tester Advanced Level Technical Test Analyst	80 hrs.
6	Certified Tester Agile Technical Tester	60 hrs.
7	Certified Tester Foundation Level Agile Tester	40 hrs.
8	Certified Tester AI Testing (CT-AI)	70 hrs.
9	Certified Tester Test Automation Strategy	60 hrs.

Package-15 (Microsoft)

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Microsoft AI Certified Associate	96 hrs.
2	Microsoft Power BI Data Analyst (PL-300)	100 hrs.
3	Microsoft Azure: Security Technologies Associate	72 hrs.
4	Microsoft Certified: Azure IoT Developer	88 hrs.
5	Microsoft Certified: Azure Developer Associate	88 hrs.
6	Microsoft Certified: Azure Data Scientist Associate	96 hrs.

Package-16 (Nvidia):

Sl. No.	Course Name	Training Duration
Global Certification Courses		
1	Certificate in Generative AI	30 hrs.
2	Certificate in LLM & SLM	30 hrs.
3	Certificate in Python for AI	20 hrs.
4	Certificate in Deep Learning	20 hrs.
5	Certificate in Quantum Computing	20 hrs.
6	Certificate in Automated Machine Learning (AutoML)	20 hrs.
7	Fundamentals of Natural Language Processing	20 hrs.
8	Fundamentals of AI	20 hrs.
9	Data Analysis with SQL	20 hrs.
10	Fundamentals of Computer Vision	20 hrs.

Package-17 (Oracle)

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Oracle Certified Professional (OCP): MySQL 8.0 Database Developer	100 hrs.
2	Oracle Certified Professional (OCP): MySQL 8.0 Database Administrator	120 hrs.
3	Cloud Infrastructure Architect	52 hrs.
4	Machine Learning with Autonomous Database	112 hrs.
5	Application Development on Cloud	52 hrs.
6	Java Development on Cloud	132 hrs.

Package-18 (PHYTEC):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Industrial Embedded C for Industry 4.0	120 hrs.
2	Smart Energy Meter & Energy Management	120 hrs.
3	AI DRONE Building and its Applications.	120 hrs.
4	Electrical Vehicle Charger & Charge Management System With OCCP Compliance	180 hrs.
5	Embedded System and IOT	240 hrs.
6	Agriculture Produce Health Monitoring using sensors	240 hrs.
Courses for Credit		
1	Industrial Embedded C for Industry 4.0	120 hrs.
2	Smart Energy Meter & Energy Management	120 hrs.
3	AI DRONE Building and its Applications.	120 hrs.
4	Electrical Vehicle Charger & Charge Management System With OCCP Compliance	180 hrs.
5	Embedded System and IOT	240 hrs.
6	Agriculture Produce Health Monitoring using sensors	240 hrs.
Courses for Workshops		
1	Introduction to Future Technologies: AI-IOT program	8 hrs. @ 1 Day
2	Introduction to Future Technologies: AI-IOT program	24 hrs. @ 3 Day
3	Introduction to Future Technologies: AI-IOT program	40 hrs. @ 5 Day

Package-19 (PMI):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Certified Associate in Project Management (CAPM)	50 hrs.
2	Project Management Professional (PMP)	35 hrs.
3	PMI Professional in Business Analysis (PMI-PBA)	35 hrs.
4	PMI Agile Certified Practitioner (PMI-ACP)	25 hrs.
5	Cognitive Project Management in AI (CPMAI)	60 hrs.

Package – 20 (Red Hat):

Sl. No	Course Name	Training Duration
Global Certification Courses		
1	Artificial Intelligence and Machine Learning - Python Programming, Developing and Deploying AI/ML applications on Red Hat OpenShift AI	72 hrs.
2	Cloud Computing-Introduction and Architecture of Private Cloud, Red Hat OpenStack Administration operations for cloud operator	80 hrs.
3	Linux Administration- Red Hat Certified System Administrator	80 hrs.
4	Linux Administration- Red Hat Enterprise Linux Automation with Ansible	40 hrs.
5	Red Hat Certified Specialist in Containers	40 hrs.
6	Red Hat Certified Specialist in Openshift AI	40 hrs.
7	Red Hat Certified Specialist in Openshift Administration	40 hrs.
8	Red Hat Certified Specialist in Cloud Infrastructure	40 hrs.
9	Red Hat Certified Enterprise Application Developer	40 hrs.
10	Java Based Development -Programming in Java EE	40 hrs.
Courses for Credit		
1	Introduction to Container Technology	60 hrs.
2	Introduction and Architecture of Private Cloud	60 hrs.
3	Red Hat System Administration I	60 hrs.
Courses for Faculty Development Program		
1	Introduction to Container Technology	40 hrs.
2	Introduction and Architecture of Private Cloud	40 hrs.
Workshops		
1	Workshop - Red Hat OpenShift AI Technical Overview	8 hrs. @ 1 Day
2	3 Day- Getting Started with Linux Fundamentals	24 hrs. @ 3 Day
3	3 Day- Python Programming with Red Hat	24 hrs. @ 3 Day

Package-21 (SAS)

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	SAS Training program on Artificial Intelligence & Machine Learning (AI&ML)	130 hrs.
2	SAS Training program on Data Science	185 hrs.
3	SAS Training program on Business Analytics -A Drag & Drop based Approach	105 hrs.
4	SAS Training program on Clinical Research Programming	182 hrs.
5	SAS Training program on Programming for Data Management & Analytics - A coding-based approach	84 hrs.

Package-22 (Salesforce):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Salesforce Certified Administrator	60 Hours
2	Salesforce Certified Platform App Builder	70 Hours
3	Salesforce Certified Sales Cloud Consultant	80 Hours
4	Salesforce Certified Platform Developer I	100 Hours
5	Salesforce Certified Service Cloud Consultant	80 Hours

Package-23 (Tableau):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Tableau Certified Data Analyst	100 hrs.
2	Tableau Desktop Specialist	50 hrs.
3	Tableau Server Certified Associate	70 hrs.
4	Tableau Certified Consultant	120 hrs.
5	Tableau Certified Architect	130 hrs.

Package-24 (UIPath):

Sl. No.	Course Name	Training Duration
Global Certification Courses		
1	Automation Business Analyst Associate	40 hrs.
2	Automation Business Analyst Professional	70 hrs.
3	Automation Developer Associate	70 hrs.
4	Automation Developer Professional	100 hrs.
5	Automation Solution Architect Professional	120 hrs.
6	Specialized AI Associate	60 hrs.
7	Specialized AI Professional	100 hrs.
8	Software Testing Engineer Professional	90 hrs.
9	Infrastructure Engineer Professional – Automation Suite	100 hrs.
10	Infrastructure Engineer Professional – Standalone	80 hrs.

Package-25 (Unity Technologies):

Sl.No	Course Name	Training Duration
Global Certification Courses		
1	Certified User: Programmer	60 hrs.
2	Certified User: Artist	60 hrs.
3	Certified User: VR Developer	70 hrs.
4	Certified Associate: Game Developer	100 hrs.
5	Certified Associate: Programmer	90 hrs.
6	Certified Associate: Artist	90 hrs.
7	Certified Professional: Programmer	120 hrs.
8	Certified Professional: Artist	130 hrs.

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

Name of the Company/Firm: _____

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-3: DETAILS OF THE COURSE (Proposal)

Serial No	Particulars	Page No.
1	Name of the Package in which the bidder is participating. 	
2	Detailed Syllabus of the Training course(s) according to the specified package	
3	Eligibility requirement of students for each course specified.	
4	Faculty Detail with qualification and experience. CVs for all types of Training, FDP and Workshop needs to be attached.	
5	Assessment Process of the certification	
6	Learning Outcomes	

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

_____ ,

_____ ,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: SELF-DECLARATION {to be filled by the bidder}

To,
{Procuring entity},

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

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

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-6: MANUFACTURER'S AUTHORIZATION FORM (MAF){to be filled by the OEMs}

AUTHORIZATION FORM by the Original Developer of Training Course (ODT) {to be filled by the ODTs}

To,

{Procuring Entity}, _____,

Subject: Issue of the Authorization Form by Original Developer of Training Course (ODTs) Reference: NIB/ EOI Ref. No. _____ dated _____

Sir,

We {name and address of the ODTs} who are established and reputed original developer of the training course (ODTs) 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: -

{ODT 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. No other firm has been authorized by us for undertaking these training courses at R-CAT.
- 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 two Years.
- 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 (two years).
- e) We hereby confirm that the offered Hardware/ Software, as mentioned above, is complying to the requirement of the training course.

Yours faithfully,

For and on behalf of M/s (Name of the Original Developer of Training course)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

Name & Signatures of the Bidder along with Seal

ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {to be submitted by the bidder on his Letter head}

To,

{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

Dear Sir,

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

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

I / We undertake, if our bid is accepted, to deliver the Trainings/Courses 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 security deposit/performance guarantee as prescribed in the bidding document.

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format {To be submitted by the bidder only in BoQ format (.XLS) available at eProc portal}

The quantities mentioned in the 'Quantity' column of the Bill of Quantities (BoQ) are indicative in nature and are provided for reference purposes only. The actual number of candidates/events to be procured may vary, and there is no assurance that the quantities indicated will be procured in full.

Package-1 (Adobe):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (5+6+7+8)	Total 3*9
Global Certification Courses									
1	Digital Application Design (UI/UX)	100	Candidate						
2	Digital Media Editing (2D/3D)	100	Candidate						
3	Visual Effects & Motion Graphics Using Adobe After Effects	100	Candidate						
4	Visual Design Using Adobe Photoshop	100	Candidate						
Courses for Credit									
1	Credit Course on UI/UX design (Figma)	500	Candidate			NA	NA		
2	Credit Course on Media editing (2D/3D)	500	Candidate			NA	NA		
3	Credit Course on Visual design (Adobe Photoshop)	500	Candidate			NA	NA		
Courses for Faculty Development Program									
1	Adobe FDP (Firefly AI), (Adobe express), Figma	24	Event			NA	NA		
Workshops									
1	Adobe Workshop - Firefly AI, Adobe express (8 hrs. @ 1 Day)	100	Event			NA	NA		
End of Package 1									
Package-2 (Apple):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	IOS App Development	100	Candidate						
2	Final Cut Pro	100	Candidate						

3	Garage Band	100	Candidate						
4	Swift Playground	100	Candidate						
5	Troubleshooting All Apple Devices	100	Candidate						
End of Package 2									
Package-3 (AWS):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	AWS Certified Sysops Administrator – Associate	100	Candidate						
2	AWS Certified Solutions Architect – Professional	100	Candidate						
3	AWS Certified DevOps Engineer – Professional	100	Candidate						
4	AWS Certified Security – Specialty	100	Candidate						
5	AWS Certified Database – Specialty	100	Candidate						
6	Machine Learning Pipeline on AWS	100	Candidate						
End of Package 3									
Package – 4 (Autofina):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	Certificate Course on Robotics & Artificial Intelligence	100	Candidate						
2	Certificate Course on Industrial Robotics	100	Candidate						
3	Certificate Course on Embedded Robotics	100	Candidate						
4	Robotics Certificate Course on RPA	100	Candidate						
5	Certificate Course on AI in Robotics	100	Candidate						
Courses for Credit									

1	Credit Course on Robotics & Automation	500	Candidate			NA	NA		
2	Credit Course on Embedded Robotics	500	Candidate			NA	NA		
3	Credit Course on RPA	500	Candidate			NA	NA		
Courses for Faculty Development Program									
1	FDP - Robotics and Automation, Emerging Trends & Applications	24	Event			NA	NA		
2	FDP - AI In Robotics	24	Event			NA	NA		
Workshops									
1	Workshop On RPA 1 Day Course	100	Event			NA	NA		
2	3 Day Course on AI In Government	50	Event			NA	NA		
3	3 Day Course on AI For Everyone	50	Event			NA	NA		
4	5 Day Course on AI In Prompt Engineering	20	Event			NA	NA		
5	5 Day Course on AI In Data	20	Event			NA	NA		
End of Package 4									
Package-5 (CISCO):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Cisco Certified Network Professional	100	Candidate						
2	Cisco Certified Network Associate	100	Candidate						
3	Networking Essentials	100	Candidate						
4	IT Essentials	100	Candidate						
5	DevNet Associate	100	Candidate						
6	Cybersecurity Essentials	100	Candidate						
7	CyberOps Associate	100	Candidate						
8	Network Security	100	Candidate						
End of Package 5									
Package-6 (CompTIA):									

Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	CompTIA A+	100	Candidate						
2	CompTIA Network+	100	Candidate						
3	CompTIA Security+	100	Candidate						
4	CompTIA Linux+	100	Candidate						
5	CompTIA Server+	100	Candidate						
6	CompTIA CySA+	100	Candidate						
7	CompTIA PenTest+	100	Candidate						
8	CompTIA CASP+	100	Candidate						
End of Package 6									
Package-7 (EC Council):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	CEH (Certified Ethical Hacker - Practical)	100	Candidate						
2	CPENT (Certified Penetration Testing Professional)	100	Candidate						
3	CND (Certified Network Defender)	100	Candidate						
4	CCSE (Certified Cloud Security Engineer)	100	Candidate						
5	CHFI (Computer Hacking Forensic Investigator)	100	Candidate						
Courses for Credit									
1	Credit Course on CEH (certified Ethical Hacker)	500	Candidate			NA	NA		
2	Credit Course on CSA (Cyber SOC Analyst)	500	Candidate			NA	NA		

3	Credit Course on CPENT (Certified Penetration Testing Professional)	500	Candidate			NA	NA		
Courses for Faculty Development Program									
1	FDP - Cyber secured Campus	24	Event			NA	NA		
2	FDP - Cyber security foundation for Educators	24	Event			NA	NA		
Workshops									
1	Workshop On Hack and The Hackers (8 hrs. @ 1 Day)	100	Event			NA	NA		
2	White Hat Hacker (24 hrs. @ 3 Days)	50	Event			NA	NA		
3	Penetration Tester (24 hrs. @ 3 Days)	50	Event			NA	NA		
4	Certified Ethical Hacker (40 hrs. @ 5 Days)	20	Event			NA	NA		
5	Certified Network Defender (40 hrs. @ 5 Days)	20	Event			NA	NA		
End of Package 7									
Package-8 (ESRI)									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	GIS Fundamentals Foundation Course	100	Candidate						
2	ArcGIS Pro Foundation Course	100	Candidate						
3	ArcGIS Developer Foundation Course	100	Candidate						
4	Configure Web Apps and Mobile Apps For Your Department	100	Candidate						
Courses on Credit									
5	Spatial Intelligence: Charting the Future with GIS	500	Event			NA	NA		
Courses FDP/Department Officials/Workshop									
6	Geospatial Solutions for Real-World Challenges (8 hrs. @1 day)	100	Event			NA	NA		
End of Package 8									
Package-9 (GITHUB)									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	GITHUB Advanced Security	100	Candidate						
2	GITHUB Foundations	100	Candidate						
3	GITHUB Actions	100	Candidate						

4	GITHub Administration	100	Candidate						
End of Package 9									
Package-10 (Google)									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Digital Marketing Course – Introductory	100	Candidate						
2	Digital Marketing Course – Intermediate with Practical training	100	Candidate						
3	Digital Marketing Course – Advanced	100	Candidate						
4	Digital Marketing Course - Crash course	100	Candidate						
End of Package 10									
Package-11 (IBM)									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Cybersecurity Tools and Cyberattacks Fundamentals	100	Candidate						
2	Digital Security Architecture	100	Candidate						
3	Blockchain Fundamentals	100	Candidate						
4	Cybersecurity: Framework, Compliance, and Governance	100	Candidate						
5	Python Fundamentals for Beginners	100	Candidate						
Courses for Credit									
1	AI and Generative AI for the future	500	Candidate			NA	NA		
2	Cybersecurity essentials	500	Candidate			NA	NA		
3	Python Pro for Generative AI	500	Candidate			NA	NA		
Courses for Faculty Development Program									
1	AI and Generative AI for the future	24	Event			NA	NA		
2	Digital Security Architecture, Compliance and Governance	24	Event			NA	NA		
3	FDP on AI and Generative AI	24	Event			NA	NA		
Workshops									
1	Generative AI Essentials	1	Event			NA	NA		
2	Prompt Engineering Essentials	1	Event			NA	NA		
3	Generative AI Platforms and Prompt Engineering	1	Event			NA	NA		

4	Ethical Generative AI for Business Professionals	1	Event			NA	NA		
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End of Package 11

Package-12 (ISACA):

Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
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Global Certification Courses

1	Certified Information Security Manager (CISM)	100	Candidate						
2	Certified Information Systems Auditor (CISA)	100	Candidate						
3	Certified in Risk and Information Systems Control (CRISC)	100	Candidate						
4	Cybersecurity Nexus (CSX) Practitioner Certification	100	Candidate						
5	CSX Foundation Certificate	100	Candidate						
6	CSX Cybersecurity Fundamentals Certificate	100	Candidate						
7	Certified Data Privacy Solutions Engineer (CDPSE)	100	Candidate						

End of Package 12

Package-13 (ISC²):

Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
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Global Certification Courses

1	CC (Certified in Cybersecurity)	100	Candidate						
2	SSCP (Systems Security Certified Practitioner)	100	Candidate						
3	CISSP (Certified Information Systems Security Professional)	100	Candidate						
4	CCSP (Certified Cloud Security Professional)	100	Candidate						
5	CSSLP (Certified Secure Software Lifecycle Professional)	100	Candidate						
6	CAP (Certified Authorization Professional)	100	Candidate						
7	HCISPP (HealthCare Information Security and Privacy Practitioner)	100	Candidate						

End of Package 13

Package-14 (ISTQB)

Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all	GST on Training Fees (6)	Certification Cost	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
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				taxes except GST. (5)		(Rs) (7)			
Global Certification Courses									
1	Certified Tester Foundation Level	100	Candidate						
2	Certified Tester Advanced Level Test Analyst	100	Candidate						
3	Certified Tester Advanced Level Test Automation Engineering	100	Candidate						
4	Certified Tester Advanced Level Test Management	100	Candidate						
5	Certified Tester Advanced Level Technical Test Analyst	100	Candidate						
6	Certified Tester Agile Technical Tester	100	Candidate						
7	Certified Tester Foundation Level Agile Tester	100	Candidate						
8	Certified Tester AI Testing (CT-AI)	100	Candidate						
9	Certified Tester Test Automation Strategy	100	Candidate						
End of Package 14									
Package-15 (Microsoft)									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Microsoft AI Certified Associate	100	Candidate						
2	Microsoft Power BI Data Analyst (PL-300)	100	Candidate						
3	Microsoft Azure: Security Technologies Associate	100	Candidate						
4	Microsoft Certified: Azure IoT Developer	100	Candidate						
5	Microsoft Certified: Azure Developer Associate	100	Candidate						
6	Microsoft Certified: Azure Data Scientist Associate	100	Candidate						
End of Package 15									
Package-16 (Nvidia):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Certificate in Generative AI	100	Candidate						

2	Certificate in LLM & SLM	100	Candidate						
3	Certificate in Python for AI	100	Candidate						
4	Certificate in Deep Learning	100	Candidate						
5	Certificate in Quantum Computing	100	Candidate						
6	Certificate in Automated Machine Learning (AutoML)	100	Candidate						
7	Fundamentals of Natural Language Processing	100	Candidate						
8	Fundamentals of AI	100	Candidate						
9	Data Analysis with SQL	100	Candidate						
10	Fundamentals of Computer Vision	100	Candidate						
End of Package 16									
Package-17 (Oracle)									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Oracle Certified Professional (OCP): MySQL 8.0 Database Developer	100	Candidate						
2	Oracle Certified Professional (OCP): MySQL 8.0 Database Administrator	100	Candidate						
3	Cloud Infrastructure Architect	100	Candidate						
4	Machine Learning with Autonomous Database	100	Candidate						
5	Application Development on Cloud	100	Candidate						
6	Java Development on Cloud	100	Candidate						
End of Package 17									
Package-18 (Phytec):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Industrial Embedded C for Industry 4.0	100	Candidate						
2	Smart Energy Meter & Energy Management	100	Candidate						
3	AI DRONE Building and its Applications.	100	Candidate						
4	Electrical Vehicle Charger & Charge Management System With OCCP Compliance	100	Candidate						

5	Embedded System and IOT	100	Candidate						
6	Agriculture Produce Health Monitoring using sensors	100	Candidate						
Courses on Credit									
1	Industrial Embedded C for Industry 4.0	500	Candidate						
2	Smart Energy Meter & Energy Management	500	Candidate						
3	AI DRONE Building and its Applications.	500	Candidate						
4	Electrical Vehicle Charger & Charge Management System With OCCP Compliance	500	Candidate						
5	Embedded System and IOT	500	Candidate						
6	Agriculture Produce Health Monitoring using sensors	500	Candidate						
Workshops									
1	Introduction to Future Technologies AI-IOT program. 1 Day Program.	100	Event						
2	Introduction to Future Technologies AI-IOT program. 3 Day Program.	50	Event						
3	Introduction to Future Technologies AI-IOT program. 5 Day Program.	20	Event						
End of Package 18									
Package-19 (PMI):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									
1	Certified Associate in Project Management (CAPM)	100	Candidate						
2	Project Management Professional (PMP)	100	Candidate						
3	PMI Professional in Business Analysis (PMI-PBA)	100	Candidate						
4	PMI Agile Certified Practitioner (PMI-ACP)	100	Candidate						
5	Cognitive Project Management in AI (CPMAI)	100	Candidate						
End of Package 19									
Package – 20 (Red Hat):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3*9
Global Certification Courses									

1	Artificial Intelligence and Machine Learning - Python Programming, Developing and Deploying AI/ML applications on Red Hat OpenShift AI	100	Candidate						
2	Cloud Computing- Introduction and Architecture of Private Cloud, Red Hat OpenStack Administration operations for cloud operator	100	Candidate						
3	Linux Administration- Red Hat Certified System Administrator	100	Candidate						
4	Linux Administration- Red Hat Enterprise Linux Automation with Ansible	100	Candidate						
5	Red Hat Certified Specialist in Containers	100	Candidate						
6	Red Hat Certified Specialist in Openshift AI	100	Candidate						
7	Red Hat Certified Specialist in Openshift Administration	100	Candidate						
8	Red Hat Certified Specialist in Cloud Infrastructure	100	Candidate						
9	Red Hat Certified Enterprise Application Developer	100	Candidate						
10	Java Based Development - Programming in Java EE	100	Candidate						
Courses for Credit									
1	Introduction to Container Technology	500	Candidate			NA	NA		
2	Introduction and Architecture of Private Cloud	500	Candidate			NA	NA		
3	Red Hat System Administration I	500	Candidate			NA	NA		
Courses for Faculty Development Program									
1	Introduction to Container Technology	24	Event			NA	NA		
2	Introduction and Architecture of Private Cloud	24	Event			NA	NA		
Workshops									
1	Workshop - Red Hat OpenShift AI Technical Overview	100	Event			NA	NA		
2	3 Day- Getting Started with Linux Fundamentals	50	Event			NA	NA		
3	3 Day- Python Programming with Red Hat	50	Event			NA	NA		
End of Package 20									
Package-21 (SAS)									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									

1	SAS Training program on Artificial Intelligence & Machine Learning (AI&ML)	100	Candidate						
2	SAS Training program on Data Science	100	Candidate						
3	SAS Training program on Business Analytics -A Drag & Drop based Approach	100	Candidate						
4	SAS Training program on Clinical Research Programming	100	Candidate						
5	SAS Training program on Programming for Data Management & Analytics - A coding-based approach	100	Candidate						

End of Package 21

Package-22 (Salesforce):

Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Salesforce Certified Administrator	100	Candidate						
2	Salesforce Certified Platform App Builder	100	Candidate						
3	Salesforce Certified Sales Cloud Consultant	100	Candidate						
4	Salesforce Certified Platform Developer I	100	Candidate						
5	Salesforce Certified Service Cloud Consultant	100	Candidate						

End of Package 22

Package-23 (Tableau):

Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Tableau Certified Data Analyst	100	Candidate						
2	Tableau Desktop Specialist	100	Candidate						
3	Tableau Server Certified Associate	100	Candidate						
4	Tableau Certified Consultant	100	Candidate						
5	Tableau Certified Architect	100	Candidate						

End of Package 23

Package-24 (UIPath):

Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Automation Business Analyst Associate	100	Candidate						
2	Automation Business Analyst Professional	100	Candidate						
3	Automation Developer Associate	100	Candidate						
4	Automation Developer Professional	100	Candidate						
5	Automation Solution Architect Professional	100	Candidate						
6	Specialized AI Associate	100	Candidate						
7	Specialized AI Professional	100	Candidate						
8	Software Testing Engineer Professional	100	Candidate						
9	Infrastructure Engineer Professional – Automation Suite	100	Candidate						
10	Infrastructure Engineer Professional – Standalone	100	Candidate						
End of Package 24									
Package-25 (Unity Technologies):									
Sl. No (1)	Course Name (2)	Qty (3)	Unit (4)	Training Fees Per Unit in (Rs) inclusive of all components & inclusive of all taxes except GST. (5)	GST on Training Fees (6)	Certification Cost (Rs) (7)	GST (Certificate Cost) (8)	Per Unit Cost (9) (9=5+6+7+8)	Total 3* 9
Global Certification Courses									
1	Certified User: Programmer	100	Candidate						
2	Certified User: Artist	100	Candidate						
3	Certified User: VR Developer	100	Candidate						
4	Certified Associate: Game Developer	100	Candidate						
5	Certified Associate: Programmer	100	Candidate						
6	Certified Associate: Artist	100	Candidate						
7	Certified Professional: Programmer	100	Candidate						
8	Certified Professional: Artist	100	Candidate						
End of Package 25									

ANNEXURE-8: 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 R-CAT, Soochna Kendra, Opposite SMS Hospital, Trauma Centre, Tonk Road, Jaipur-302001 (Rajasthan) (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 R-CAT 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 R-CAT 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 court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

In presence of:
WITNESS (with full name, designation, address & official seal, if any)

- (1)
.....
(2)
.....

Bank Details

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

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.

4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by 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.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

ANNEXURE-9: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Agreement for Rate Contract is made and entered into on this _____ day of _____, 2023 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 firm registered under theAct, 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 <NIT No _____>.

And whereas

Successful Bidder/ 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 NIT 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 Successful Bidder/ Supplier and has placed the Letter of Rate Contract having Reference No. _____ dated _____, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

Successful Bidder/ Supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit (SD) for the due performance of the rate contract.

Now it is hereby agreed to by and between both the parties as under:

1. The NIT 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 rate contract and are binding on both the parties executing this rate 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 case, we are found not complying with technical specifications mentioned in RFP at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

4. In consideration of the payment to be made by R-CAT to Successful Bidder/ Supplier at the rates set forth in the Letter of Rate Contract Reference No. _____dated _____,will duly supply and install the said articles set forth in all the work orders to be issued during the period of rate contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.
5. The R-CAT do hereby agree that if Successful Bidder/ Supplier shall duly supply & install 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 Successful Bidder/ 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.
6. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the work order to be issued to Successful Bidder/ Supplier during the period of rate contract.
7. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s_____ has failed to supply or complete the work:-

a.	
b.	
c.	
d.	

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ warranty services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If M/s_____ requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the provisioning of training in on account of hindrances beyond the control of M/s_____.
8. 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.
 9. The Penalties shall be implemented and deducted as per the SLAs defined in the RFP.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2025.

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

ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

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 against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE-11: Non-Disclosure Agreement (NDA)

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 '**the Training Partner/ TP**' 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 that 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 two years 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 relief). 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 Presence of

- 1.
- 2.

ANNEXURE 12: 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),

1. In consideration of the Rajasthan Centre of Advanced Technology (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.....datedmade 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.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(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)