

**NATIONAL FISHERIES DEVELOPMENT BOARD,**  
**Ministry of Fisheries, Animal Husbandry and Dairying**  
**Government of India**  
**Fish Building, Pillar No:235, PVNR Expressway**  
**SVPNPA Post, Hyderabad - 500052**

**F. No: NFDB/MG/Admin/Tender/06/LTE**

**Dt. 19-Feb-2023**

**e-Tender Notice OPEN TENDER**

On behalf of the CE, NFDB, quotations are invited under Two Bids System (Technical and Financial) from Established/Reputed Agencies based in India through CPP Portal for conducting online registration and selection process for recruitment of different categories of staff at NFDB, Hyderabad

**Tender Details:**

<u>Sl. No</u>	<u>Event</u>	<u>Date</u>
1.	Earnest Money Deposit (EMD)	NIL
2.	Tender Publishing Date	19/02/2024, 5:45 PM
3.	Last Date for Submission Of Tender	29/02/2024, 10:30 AM
4.	Tender Opening Date & Time	01/03/2024, 11:00 AM

The instructions for uploading the tender / bid may be obtained from the Portal: [www.eprocure.gov.in/](http://www.eprocure.gov.in/). The details regarding the subject tender are available on the NFDB website [www.NFDB.gov.in](http://www.NFDB.gov.in) . Bidders are requested to visit the website regularly to keep themselves updated.

Only online bids will be accepted.

Clarifications/queries, if any, can be addressed to [procurement@nfdb.gov.in](mailto:procurement@nfdb.gov.in)

**Disclaimer**

This Tender is not an offer by the NFDB, Hyderabad but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of NFDB, Hyderabad with the vendor/ bidder.

**CE**  
**NFDB**

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## **1. ABOUT NFDB**

The National Fisheries Development Board (NFDB) was established in 2006 as an autonomous organization under the administrative control of the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India to enhance fish production and productivity in the country and to coordinate fishery development in an integrated and holistic manner. A wide range of fishery development activities are being supported through the State Governments/Implementing agencies.

The activities of NFDB are overseen by a Governing Body under the Chairmanship of the Hon'ble Minister for Fisheries, Animal Husbandry & Dairying. The Governing Body and the Executive Committee consider and decide the activities of the Board and provide periodic guidance. The Executive committee, with the Secretary in charge of Department of Fisheries as its Chairman, provides the general superintendence, direction and the control of the affairs and functions of the Board. The NFDB is headed by a Chief Executive.

## **2. AIMS AND OBJECTIVES OF THIS TENDER**

NFDB hires manpower on All-India basis by conducting selection exams. To carry out the selection process, NFDB, Hyderabad intends to invite quotations from established and reputed Government Organizations/Autonomous Bodies/PSUs who has extensive prior experience in providing similar services to Government, premier Institutes of Government of India and/or autonomous bodies of Government. The service provider should be proficient preparing content and conduct CBT tests in selected centers in major cities in India (as decided by the NFDB, Hyderabad), process the results and forward to the NFDB, for composite declaration of results as per requirement of the NFDB, Hyderabad. The service provider should also have the capacity to conduct, evaluate and process the result, in a secure manner, for papers in descriptive mode also. The service provider may also be required to conduct skill test in the form of typing/stenography test, if required.

This tender calls for Agency for Preparation and conduct of Computer based Test (along with Skill test, if prescribed).

## **3. PURPOSE OF THE TENDER**

This Tender establishes the fundamental requirements for Online Examination (Computer Based Test) and Conduct & Processing for Various Examination activities of NFDB, Hyderabad. The System shall mainly comprise the following activities: -

- i) Providing of Venue for Computer Based Examinations.
- ii) Preparation of adequate number of Question Paper sets of appropriate standards as per the guidelines and requirement of NFDB, HYDERABAD
- iii) Setting-up of Help desk

- iv) Conduct of computer based examination, if required.
- v) Preparation/ Compilation of result
- vi) Provide results as per the format of NFDB, HYDERABAD
- vii) The complete work will be under the supervision of NFDB, HYDERABAD, who will exercise full control over the activities awarded to the agency. The Agency will ensure the adherence of the time schedule as well as meeting the hardware and technical requirements for the implementation, commissioning & successful conduct of test.

#### **4. EXPECTED TASKS TO BE PERFORMED**

- i) Ensuring requisite Computer Lab infrastructure including power backup infrastructure, software, and adequate Security software for the smooth conduct of the examination.
- ii) Deploying technically qualified, experienced, adequate manpower to manage the entire examination process. There should be at least 2 technical persons directly from the agency managing the LAN (Local area network) and 1 person as centre head at the test centre.
- iii) To obtain connectivity and provide Examination centers across India as per the schemes of different Entrance Examination for different courses as manage them as per requirement.
- iv) To develop, host and manage examination web pages for different Entrance Examinations for different courses and other related links.
- v) To address the security issues- Providing security software and securing the network systems to establish a highly secured and sanitized system for the entire process.
- vi) To conduct computer-based test (CBT) in a smooth and fair manner in a shortest span of time.
- vii) To authenticate, evaluate the answer responses of the candidates.

#### **5. SCOPE OF WORK**

Scope of work related to conduct and processing of Online Examinations of NFDB, HYDERABAD.

##### **i) Scheme of Examination**

- a. Computer Based Test (CBT) using Intranet/ (LAN) – in Hyderabad and/or all over India, if required.
- b. Questions will be of MCQ and subjective type.
- c. Duration of examination will be varying between one to three hours. The examination may be held in more than one shift.
- d. Medium of examination will be English or Hindi or both depending on the category of Exams.

##### **ii) Advertisement**

The publishing of advertisement/ notices (in newspapers etc) and information regarding the conduct of examinations will be done by NFDB, Hyderabad. Further proceedings of the present advertisements & future advertisements shall be done by the agency selected.

### **iii) Deliverables**

The deliverable of the project is the successful Conduct and processing of various examinations in online mode (Computer Based Test with skill test).

With regards to CBT, the bidder will be responsible for setting up and maintenance of command center at Recruitment Section, NFDB, Hyderabad with adequate and technically qualified manpower to successfully execute and monitor the following main categories of deliverables as detailed further.

## **6. PRE-EXAMINATION WORK**

- i) The Service Provider should design the examination process under consultation with NFDB for:
  - a. Selection and booking of online Examination Centers / Venues.
  - b. Complete Security Management Processes (Physical and Technical for all online examination centers, servers, Desktops, LAN etc.)
  - c. Candidate handling & identification process at Examination Centre.
  - d. Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc.to be used at Examination Centers.
- ii) Other related processes involved for conducting Online & Offline exams
- iii) To prepare and provide documentary manuals of all processes, for safe and secure Conduct of examination, to be followed along with rules for contingency and exception handling/ emergency procedures.
- iv) To provide specifications for Hardware and Software required at all stages of the online exams at online Examination Centers and for Devices and systems to be used for authentication and audit trail mechanisms required for NFDB, Hyderabad
- v) To provide Hardware and Software required for Biometric verification of candidates at various stages starting from conduct of examination to final selection of the candidates.
- vi) To provide Online Examination (CBT) delivery software as per customization of NFDB, Hyderabad.
- vii) To identify and book the required number of secured Test Centers as per requirement of NFDB, Hyderabad after receiving intimation regarding city locations and approximate number of candidates and provide details of the venue viz. consent of the Venue in-charge, capacity per shift, details of the contact person etc. in writing within a month along with details of the facilities offered at each of center.
- viii) The location of examination centers/ venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. Centers must be accessible by differently abled candidates.
- ix) A minimum of one center at each city should be PH/PWD friendly. The computers and

relevant software with necessary security systems, should suit the requirements of differently abled candidates.

x) Each exam center should be of minimum capacity of 160+20% buffer i.e. 32 per 160 systems as buffer and total 192 systems for each online examination slot/session (in exceptional circumstances it may vary).

xi) There should be sufficient no. of additional switches that can be used at the time of emergency at each centre.

xii) The Test Centre should have the suitable Hardware, Software, Internet and LAN connectivity along with 3-tier Electric power supply and power backup through Uninterrupted Power Supply (UPS) & Generator for at least 4 hours for Conduct of exams.

xiii) The ACs/fans should be in proper working condition during the examination.

xiv) To ensure suitable drinking water and separate toilet facilities for boys and girls, at each floor of examination center.

xv) To ensure availability of proper security, frisking at the examination centers

xvi) To ensure the functioning of Online Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and a Final mock drill to be conducted a day before actual examination at all centres at same time. All computers including buffer computers to be used on examination day shall be logged in through dummy roll numbers and report shall be submitted.

xvii) The various blocks of Exam center to be used for online examination should be within the same premises and not very far from each other. The entire premises should be secure and not be accessible to unauthorized individuals. There should be a secure entry & exit gate that can be closed to prevent unauthorized entries.

xviii) The backup server should be properly configured to ensure redundancy in case the primary server fails.

xix) The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers.

a. To ensure that sufficient no. of Jammers is supplied to block inward and outward communication from Mobile phone / Spy Camera/ Wi-Fi & Bluetooth devices etc. in the examination centre i.e. CDMA / GSM /2G / 3G / 4G /5G/ Spy Camera / Wi-Fi / Bluetooth etc.

b. The installation of jammers should be made at least one day in advance from the scheduled date of examination. The Jammers are required to be functional for 1 hour before the scheduled commencement of the examination and ½ hour after the completion of the examination.

c. To obtain permission from local authorities if necessary.

d. To organize and provide required manpower to install and manage the Jamming Devices at the Centres.

e. During the period of examination, Jammer facility shall not be interrupted due to any technical fault/power failure etc. and the Agency shall take due care of proper functioning of Jammers with adequate power backup during the conduct of online examination.

xx) It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.

- xxi) To prepare the content for the examination based on the syllabus and scheme of examination shared by NFDB, Hyderabad
- xxii) To ensure complete security of the content created by the bidder.
- xxiii) Random allocation of seats on the basis of computer-generated arrangement shall be strictly followed at the each examination centre/room.
- xxiv) Space between candidates shall be ordinarily more than 2.5 feet gap and proper partitioning should be there to each computer for the privacy of each candidate while writing the examination.
- xxv) The 'Service provider' should ensure that no candidate is allowed inside Exam Hall with ornaments/Jewellery/any electronic gadgets such as mobile phones, etc.

## 7. CONDUCT OF ONLINE EXAMINATION

- i) Minimum manpower deployment at each examination center:- Each Exam Centre of capacity of 200 systems including buffer should have the minimum following personnel's to be deployed by the agency

Test Centre Administrator	1 (One for each center)
IT Manager	1 for each 200 candidate Invigilators
Invigilators	2 per 25 candidates
Support Staff	2 per 100 candidates
Security Guards	2 per 100 candidates
Electrician	1 (One for each center)
Peons	2 per 100 candidates

### **Note:**

- a. Above staff should be increased proportionately on the basis of candidates allotted to that center.
- b. All the staff engaged in any capacity with the conduct of the online examination shall give an undertaking that neither he/she nor his/her relatives are appearing in the examination.
- c. Payment of wages, medical, statutory contributions towards ESI, EPFO or any other allowances to / in respect of the personnel engaged by the bidder would be the sole responsibility of the bidder.
- ii) The Conduct of examination would be multidisciplinary/ multiple subject/ multilingual as per scheme of examination.
- iii) To host the exam and manage the test delivery process through intranet-based solution at Examination Centers, the computer systems and servers shall be of latest configuration and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level. There must be active- server for each server in use in online examination at each examination centre.

- iv) To arrange/provide adequate displays and provide required instructions/information to the candidates appearing for test at online examination Centers.
- v) To arrange frisking of candidates at examination center by hand held metal detectoras well as by hand, to disallow any electronic gadgets, papers (other than admit card), bag, purse (Except wallet), heavy ornaments etc.
- vi) To complete registration process of the candidates before start of examination (digital photo, bio-metric finger print etc.) and after that allow candidates to appear for test at Examination Centers after Registration only. To arrange/provide adequate displays and required instructions/ information to the Candidates appearing for test at Online Examination Centers.
- vii) Question papers with Bilingual display on screen will have to be provided.
- viii) To maintain step by step complete log of all candidate activities during the course of examination, to enable complete audit of the process.
- ix) Delivery of Question Paper:
  - a. The candidate should be able to open the question paper only at scheduled time after due authentication.
  - b. The question paper should be downloadable only on the RAM of the servers.
- x) Question Bank Module:
  - a. An expert team will prepare a blueprint of question paper consisting of Multiple-Choice Questions (MCQ) with single best response, and subjective questions. The encrypted question paper should be password protected set by the authority before uploading. Password will be given 2 hours before the start of the examination.
  - b. The same question should not get repeated in the same question paper.
  - c. There should be a provision for conducting the MOCK Test to candidates, if required.
- xi) The responses of all candidates should be sent back to the central server (Data center) from the server of an exam center within half an hour from the conclusion of examination.
- xii) To devise and setup a system for monitoring and supervision of Examination Centre activities (Centre level/ Candidate's level) at designated office.
- xiii) To transfer/export the data in encrypted format including raw score data from local server to Central server and vice versa as per the instruction of NFDB.
- xiv) To provide blank paper sheet/s for rough work and ball point pen to the candidates as per requirement.**
- xv) To provide soft copy of candidates' response sheets at the end of the test as per requirement of NFDB.
- xvi) To send post examination confidential data of examination.
- xvii) Contingency plan for Student management/Shifting in case of any emergency.
- xviii) Test Publishing: The process/steps/features should be as follows:
  - a. The language will be in English only.
  - b. Test paper will be displayed on the submission of the USER ID and password by the candidate.
  - c. The 'First Window' will contain the instructions for the test
  - d. The 'Main Question paper' will start at pre-defined & fixed time



- e. The digital clock along with the photograph will be displayed on the screen and the test will close automatically on completion of the test timing.

## 8. POST EXAMINATION WORK

- i) To calculate marks obtained by each candidate as per requirement of NFDB.
- ii) To provide Post Examination Analytics Report in the following manner:
  - a. Item-wise analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.)
  - b. Candidate performance Analysis.
- iii) No data or copies thereof will be retained by the Agency after proper handover of checked data to the designated authority.
- iv) To provide documented inputs and support for handling candidates queries and review of objections raised by the candidates regarding answer key.
- v) Result Declaration Module – The following features should be offered to effectively carry out the post examination activities:
  - a. The result of the candidate should be linked with the main data base.
  - b. The examination results should be uploaded and displayed
  - c. The candidate should be able to see his/her mark by entering the credentials (User Name & Password)
  - d. Generation of social category-wise merit list and cut-off list,
  - e. Generation of Reservation category wise eligibility for final admission
  - f. To provide the database, results and reports as per the requirement of NFDB
- vi) To carry out other works related to post processing of responses & other confidential data and providing data as required by the NFDB, HYDERABAD, such as:
  - a. RTI queries
  - b. Court Cases

**Note:** The agency shall carry/ demonstrate complete System Test Run (STR) with test data to NFDB, HYDERABAD before implementation. The agency should be able to demonstrate click by click audit trail for any type of enquiry.

### **CCTV footages**

- The ‘Service Provider’ is required to provide the CCTV footage of the examination process in all the venues to NFDB Hyderabad through external Hard disks. It is also recommended to provide the access to the storage servers, and to keep a copy of the same securely till one year after completion of that examination. *No additional charges will be paid for this purpose.*
- The CCTV surveillance footage should also be accessible from control room of all exam centers on live, from the time of allowing candidates into exam center to post examination process, i.e., until all candidates disburse and hall is empty.

## **9. ELIGIBILITY CRITERIA/ PRE-REQUISITES**

- i) The bidder should be a Government Organizations/Autonomous Bodies/PSUs and operating in India for a minimum period of five years as on date of tender application offering relevant IT Solutions and Services that are the subject matter of this tender.
- ii) The bidder shall be solely responsible for the execution and delivery of the work.
- iii) The documentary evidence confirming satisfactory performance along with number of candidates examined, must be enclosed on the clients' letter head.
- iv) The bidder should own/ have on lease both primary Data Centre with Secondary Data Centre site for data security. Both the Data centers should be located in India in different seismic zones. The data center must be tier III and ISO 27001 certified as per the Government of India guidelines. The infrastructure of the bidder must be Cert-in certified. Documentary evidence along with copy of agreement between the bidder & data centre to be provided.
- v) The bidder should have successfully conducted examination for 50,000 candidates (in total) for Govt. departments/PSUs/Autonomous Bodies/Exam conducting bodies. The bidder must provide self-certification in this regard.
- vi) The bidder must have experience in developing question banks for Computer Based Examinations held in multiple shifts.
- vii) The bidder must have a minimum of three subject experts on their panel to develop Multiple Choice Questions. The bidder must provide self-certification to this effect. However, with the approval of competent authority, NFDB reserves the right to provide question papers, if deemed necessary.
- viii) The bidder should have provision of 256 bits encryption for data transfer and the system to decrypt the data at examination center.
- ix) The bidder must have own source code or copyright/ license of application software for deployment and commercial use for other organizations.
- x) Conditional bids would be summarily rejected.
- xi) The bidder should have sufficient number of Technical and Administrative employees on its pay roll for the proper execution of the contract.
- xii) The Bidder should be registered with statutory authorities such as Income Tax, Service Tax etc. and should submit valid certificates of registration with these authorities.
- xiii) The Bidder should have infrastructure in Hyderabad with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- xiv) The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work.
- xv) The agency should not have been blacklisted by Central / State Government departments /undertakings.
- xiv) At any time before the submission of bids, NFDB, HYDERABAD may amend the tender by issuing an addendum in writing or by standard electronic means.
- xv) The bidder should not be providing same services of Conduct and Processing of

Online (CBT) Examination to any Central Govt. / State Govt. /PSU etc. at lower rates as quoted in Financial Bid. Bidder has to submit an affidavit for the same.

xvi) Even though bidders may satisfy the above requirements, they may be disqualified if they have:

- a. Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
- b. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- c. If any inquiry reveals facts contrary to the information provided by the bidder.
- d. If any inquiry reveals unsatisfactory performance in any of theselection criteria.
- e. If the bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam.

## **10. SUBMISSION OF OFFERS:**

The Vendor shall submit their proposal in two parts:

- a. Technical Proposal
- b. Financial Proposal

## **11. DETAILS OF ANNEXURE.**

### **Technical Bid:**

- i) Undertaking regarding employees of bidder as per Annexure I.
- ii) The financial information as per Annexure II.
- iii) Details of Similar Work Executed as per Annexure III.
- iv) Works/Project under execution or awarded as per Annexure IV.
- v) Physical Infrastructure such as availability of Examination Centers, technology, hardware, software etc. as per Annexure V.

The financial bid should be filled in the format prescribed as per Annexure-X.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as “Not Applicable”. However,the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.

## 12. TERMS AND CONDITIONS.

- i) The period of contract arrangement shall be for TWO years from the date of contract commencement as decided by NFDB, HYDERABAD. The contract may be terminated at any given time in case of any lapse are noticed in performance during the course of contract.
- ii) The rates to be approved in the tender shall be valid for the whole of the period of the contract and no enhancement in rates will be allowed for any reason whatsoever, during the contract period.
- iii) Tender should be for “All Inclusive Basis” (Pre, Post and Online Examination activities as mentioned in tender). Rates should include handling charges & other incidental charges etc.
- iv) Once the tender is accepted and the contract is finalized, the contractor will be expected to keep in touch with NFDB HYDERABAD for further orders throughout the period of the contract and comply promptly.
- v) The tender is liable to be disqualified in case of any one or more of the following:
  - a. Non- submission in accordance with terms and conditions of the Tender Form.
  - b. The tenderer increases his quoted prices during validity of the quotation period.
  - c. Receipt of incomplete form including rate schedule.
  - d. Information submitted in Technical Offer is found to be incorrect or false any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract.
  - e. The bidder is found to be in arrears or default with regard to payment of dues to any concerned local Government agencies.
  - f. Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified.
  - g. Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
  - h. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
  - i. If confidential inquiry reveals facts contrary to the information provided by the bidder or unsatisfactory performance
  - j. If the bidder is engaged in any activity which can influence the results of test such as conduction of coaching classes etc.

**Note:** The list given above is indicative and not exhaustive, the decision of NFDB in this respect shall be binding and no representation shall be entertained in this respect.

- vi) NFDB Hyderabad has the right to award the work/ cancel the award without assigning any reason thereof. In case of differences, if any, the decision of the CE, NFDB, Hyderabad shall be final. The work can be awarded to one or more agencies, if need arises.

## 13. PRICE QUOTATION

- a) The bidder shall indicate the prices/rates as specified in the quotation format.
- b) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations

may however, be carried out as per rules and instructions on the subject at the discretion of the NFDB, Hyderabad.

- c) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- d) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

## **14. SECURITY DEPOSIT**

The successful bidder shall be required to deposit Performance Bank Guarantee /Performance security deposit (PSD) @ 3% of project value.

## **15. STANDARDS OF PERFORMANCE**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the NFDB. The Bidder shall always support and safeguard the legitimate interests of the NFDB in any dealings with the third party. The security of the system should be fool proof and shall be treated as “not fool proof”, where unauthorized person(s) is/are able to access/infiltrate/hack into the system. The bidder shall be liable to pay for any financial losses by way of system and process failure.

## **16. EVALUATION OF BIDS**

### **a. Technical valuation-**

Technical evaluation shall be carried out by the Technical Evaluation Committee as per the conditions in the tender document to determine the substantial responsiveness of each tender.

The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

### **b. Financial Evaluation-**

The financial bid of only those bidders who have been found to be technically eligible shall be opened. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present.

## **17. AMENDMENT OF TENDER**

Before the closing date and time for submission of bid, NFDB, at its discretion, may modify the tender document by issuing addendum/corrigendum.

Any addendum/corrigendum thus issued would be a part of the tender document and shall be uploaded on the NFDB Website ([www.NFDB.gov.in](http://www.NFDB.gov.in)).

Tendered shall neither change nor modify the submitted bidding documents by any amendments nor submit more than one tender during the validity of the tender due date including extensions period of tender due date.

## **18. OTHER TERMS AND CONDITIONS.**

### **a. Force Majeure**

The term “Force Majeure” as employed herein shall mean Act of God, floods, tempest, war, riot, fire and Acts, Rules and Regulations of respective Government of the two parties namely NFDB, HYDERABAD and the service provider, directly affecting the performance of the Contract.

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended from performing the obligation for the period during which the cause lasts. Time for performance of the relative obligation suspended by Force Majeure, shall then stand extended by the period for which such clause lasted.

If deliveries are suspended by force majeure conditions lasting for more than 60 days, the purchaser (INSTITUTION) shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

### **b. Arbitration and Settlement of Disputes**

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with the construction, meaning, operation, effect, interpretation or breach of the contract which parties are unable to settle mutually, the same may first be referred to conciliation through a committee as agreed to by both parties.

If the parties are not able to resolve the dispute through the committee or do not opt for conciliation through the committee, the aggrieved party may invoke the arbitration clause as provided in the contract.

In the event of any question, dispute or difference whatsoever arising between the parties

out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender contract or the validity or breach thereof, the matter shall be referred to the sole arbitrator agreed to by the parties. The award of the arbitrator shall be

final and binding on the parties.

The arbitrator may, from time to time, with the consent of the parties, change the time for making and publishing the award. The Arbitration and Conciliation Act, 1996 and the rules made there under, as amended from time to time shall be deemed to be applicable to the arbitration proceeding under this clause.

The proceedings of the arbitration shall be carried out in HYDERABAD which shall be subject to the jurisdiction of courts in HYDERABAD.

**c. Tax Clause as per Goods and Services Tax (GST) & Duties**

- a. Bidder should indicate GST Number and Permanent Account Number (copy of GSTIN and PAN to be enclosed)
- b. Tender will be considered /accepted, if & only if the bidder has a valid GST Registration.
- c. Central Tax/State Tax/Integrated Tax Union Territory tax whichever applicable to be quoted in percentage (%).
- d. Bidder to ensure correct applicability of Central Tax/State Tax/Integrated Tax/Union Territory tax based on the Inter/Intra State movement regarding of Supply of Goods and services or both.
- e. The tax invoice for supply of Goods and Services should be raised as per the provision of GST Act & Rules.
- f. In the event of an increase in taxes/duties after the closing date of submission of bid, the extra liability on account of the increase in taxes/duties shall be borne by the NFDB.
- g. In the event of abolition/reduction of taxes/duties after the closing date of submission of bid, the savings accruing to the bidder shall be passed on to the NFDB, HYDERABAD.

**d. Terms of Payment**

- a. The payment shall be released through PFMS (in Indian Rupees) and shall be paid only after successful completion of work without any error and/or delay.
- b. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain a clause related to liquidated damages on account of delays, errors, cost and time over runs. In case the bidder fails to execute the contract, the NFDB, HYDERABAD shall be at liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

**e. Law of Land**

The tenderer shall abide by and comply with all the local as well as national laws in connection with the conduct of online examination/selection process under the contract. The NFDB, HYDERABAD shall not be responsible for breach of law, if any, by the tenderer.

**f. Applicable Law and Statutory Obligations regarding the workforce employed:**

The workers employed by the Service Provider to perform the contract, shall be the employees of the Service Provider and the Service Provider alone shall be liable to pay the wages/salaries and all other payments as may be due to the workers and NFDB shall in no way be liable for the same. The Service Provider shall also comply with all the provisions under the laws of the land pertaining to its workers and their employment for the purpose of performing the contract

and the Service Provider shall also indemnify the NFDB for any claims whatsoever made by such workers against the NFDB in that behalf.

The NFDB shall not be responsible for death, disablement, injury, or accident to the Service Provider's employees, which may arise out of and in the course of their duties with the Service Provider. The NFDB shall not be liable to pay any damages or compensation to the Service Provider's employees. The same are to be paid by the Service Provider as per the provisions of law.

The Service Provider shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

#### **g. Penalty Clause / Liquidated Damage**

If any of the stages specified which forms part of the contract is either not completed or not completed satisfactorily as per the approved time schedule, due to reasons solely and entirely attributable to the bidder and not in any way attributable to the NFDB, HYDERABAD, a penalty @ 1.0% which may go up to a maximum of 10% of the bid value of the item delayed, per day may be imposed on the bidder and accordingly the time for the next stage may be reduced by NFDB, to account for the delay.

If the delay adversely affects the conduct of examination, the performance security will be forfeited and appropriate legal action shall be initiated as per the terms and conditions of the contract.

Moreover if the service provider fails to provide any of the facilities mentioned in the tender document at the examination centre/s, a penalty will be imposed on it on the basis of feedback received from the NFDB, HYDERABAD officials deployed at centre(s), if any, or any other official deployed for the purpose, which may be up to 10% of the quoted rates (rate per candidate) for each such deficiency.

The service provider shall give an undertaking to the NFDB, HYDERABAD stating that in the event of failure of online examination process at any stage during the entire period of examination at any Examination Centre, No payment will be made for part performance of the bidder and the amount of Performance Guarantee will be forfeited. The NFDB, HYDERABAD will be at liberty to get the work done afresh from the bidder or other bidder at the quoted/approved rates.

#### **h. Prices**

The prices quoted for the items/services shall under no circumstance vary during the period of contract.

#### **i. Subcontracts**

The service provider shall not partly or fully subcontract the awarded contract without the prior written consent of the NFDB, HYDERABAD.



#### **j.Delays in the Bidder's Performance**

The Service Provider shall perform the services awarded under the contract in accordance with the approved time schedule as notified from time to time by the NFDB, HYDERABAD to the service provider. No extension of time for performance of any activity/ activities will either be sought or given under this contract. However, if at any time during the course of the contract, the service provider encounters conditions impeding the timely delivery of the items and the performance of the service, the service provider shall promptly notify the NFDB, HYDERABAD in writing the fact of the delay, its likely duration and the cause(s) for the delay. The NFDB, HYDERABAD will evaluate the situation and in the exceptional circumstances and in the interest of work, may extend the Bidder's time for execution of said item of work. However in no case extension shall be granted which will have adverse effect on scheduled conduct of examination. The dates declared for examinations remain sacrosanct unless altered by the NFDB, HYDERABAD on its own. Delay on the part of the service provider in the performance of its delivery obligations shall subject the service provider to penalty, unless an extension of time is agreed upon by the NFDB, HYDERABAD.

#### **k.Termination for Default**

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, on account of any of the following:

- i) The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted, by the other party. The quality of the delivery of various tasks by the service provider is not up to the satisfaction of the NFDB, HYDERABAD, or
- ii) The defaulting party fails to perform any other obligation under the contract.

In the event of the NFDB, terminating the contract in whole or in part, the NFDB, may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the service provider shall be liable to the NFDB, for any excess costs for such similar items or services. However, the service provider shall continue with the performance of the contract to the extent not terminated. The service provider shall stop the performance of the contract from the effective date of termination and hand over all the software, documents, data and equipment(s) due as per the terms and conditions of the contract to the NFDB, for which payment has already been made. The service provider may withdraw items, for which payment has not been made. No consequential damages shall be payable to the service provider in the event of termination of the contract by the NFDB. In case of termination of contract, all Bank Drafts/ FDRs furnished by the service provider in its capacity as bidder in the tender process by way of Bid Security / Performance Security shall stand forfeited. In case of suspension/termination, the service provider shall be liable to pay compensation for any direct loss or additional liability, incurred due to the completion of work by another agency.

#### **l. Termination for Insolvency**

The NFDB, HYDERABAD may at any time terminate the contract by giving notice to the

service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, the termination of the contract will be without any compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NFDB, HYDERABAD.

**m. Confidentiality**

The service provider and its personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the NFDB, HYDERABAD business or operations without the prior written consent of the NFDB, HYDERABAD.

**n. Local Conditions**

The bidders shall inspect the cities/sites of its operation and shall satisfy itself of the cities/site conditions and the availability of required resources it shall appraise itself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Any claim and/or objection on the ground of ignorance about local conditions will not be considered after the submission of bid.

**o. Responsibilities of the Bidder**

The service provider shall be responsible for the successful conduct and processing of examination (Computer Based Test) as per the terms, specifications and direction of the NFDB, HYDERABAD.

**p. Interpretation**

In these Terms & Conditions:

- i) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- ii) References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
- iii) The headings are inserted for convenience only.
- iv) Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.

In case of any inconsistency between this tender and the Bid submitted to the NFDB, HYDERABAD, the terms of this Tender shall prevail.

## 19. TENTATIVE SCHEDULE OF ACTIVITIES

The tentative schedule of activities shall be communicated subsequently based on the requirements at the time of issuing work order.

## 20. EXAMINATION CENTRE REQUIREMENTS

### a. Minimum Candidate System Prerequisites

Screen Resolution	1024 X 768
Operating System	Windows 7 Professional or higher for desktops Microsoft Windows Server 2012 Enterprise Edition or higher for servers
Browser	Latest browser version of Internet Explorer, Google Chrome and Firefox as supported by above operating systems
Browser settings	IE Java Script enabled Pop-up blocker disabled Paste operations via script enabled Under 'Setting' of Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet) USB disabled

Candidate system RAM should be minimum 4 GB and Hard disk should be minimum 500 GB.  
High Definition Web camera shall be attached with minimum 2 Mega Pixels resolution.

100/1000 Mbps LAN card

### b. Minimum Examination Centre Server Prerequisites

Processor	CPU Speed: 3.0 GHz or above
RAM	16 GB or above
Screen Resolution	1024 X 768
Operating System	Microsoft Windows Server 2012 EnterpriseEdition R2
Browser	Latest version of Internet Explorer, Google Chrome and Mozilla Firefox.
Browser setting	IE Java Script enabled Pop-up blocker disabled Paste Operations via script enabled User 'Setting' of 'Temporary Internet Files', set 'check for newer versions of stored pages'to 'Every visit to the page' Proxy disabled (Direct Internet)
Other Software	.Net 4.0 Framework Minimum Microsoft SQL Server 16.0 Microsoft Office Professional 2013.

**Equivalent suitable system as backup support**

**Affidavit Regarding Employees of the bidder  
(On Letter Head)**

I/We, M/s .....(Sole Applicant/Lead Member /Member / affiliate), (the names and addresses of the registered officer) hereby certify and confirm that none of our employees/staff will participate in the recruitment process under reference as an applicant for any of the categories of post so advertised/to be advertised by the NFDB Hyderabad for recruitment.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amount paid (including bank guarantee) shall stand forfeited without any further intimation.

Dated this ..... Day of.....2023

Name of the Applicant: .....

Signature of the AuthorizedPerson: .....

Name of the Authorized Person: .....

**FINANCIAL INFORMATION OF THE BIDDER**

- I. Financial Analysis : Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the bidder to the Income-Tax Department (copies to be attached).

<b>FINANCIAL YEARS</b>				
<b>S. No.</b>	<b>Details</b>	<b>(1) 2020-21</b>	<b>(2) 2021-22</b>	<b>(3) 2022-23</b>
i)	Gross annual turnover from similar works			
ii)	Profit/Loss			
iii)	Financial Position : a) Cash Current Assets b) Current Liabilities c) Working Capital (a-b) d) Current Ratio : Current Assets/Current Liabilities (b/a)			

- II. A note on financial arrangements for carrying out the proposed work.

Note: Attach additional sheets, if necessary.

(Signature of the Bidder with Seal)

**DETAILS OF SIMILAR WORKS EXECUTED**

<b>Sl No.</b>	<b>Name of work/ Project &amp; Location</b>	<b>Owner or sponsoring organization</b>	<b>Cost of work (in Rs. crores )</b>	<b>Date of commence ment as per contract</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Litigation/Arbitration - pending in progress with details</b>	<b>Name, Designation and address /telephone number of officer to whom reference may be made</b>	<b>No. of candidates in one shift</b>	<b>No. of Examination centre for one shift</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>

(Signature of the Bidder with Seal)

**ANNEXURE – IV**

**WORKS/PROJECT UNDER EXECUTION OR AWARDED**

<b>Sl . N o.</b>	<b>Name of work/Project &amp; Location</b>	<b>Owner or sponsoring organizatio n</b>	<b>Cost of work (in ₹ crores )</b>	<b>Date of commence ment as per contract</b>	<b>Stipulated date of completion</b>	<b>Up to date percentage progress of work</b>	<b>Show progress if any, and reasons thereof</b>	<b>Name, Designation and address/telepho nenumber of officerto whom reference may be made</b>	<b>Remark s(if any)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>

(Signature of the Bidder with Seal)

**ANNEXURE - V**

**List of Cities with minimum nodes available per shift**

<b>S. No.</b>	<b>Name of City</b>	<b>Minimum Nodes per Shift</b>	<b>Remarks, if any</b>