

**National Fisheries Development Board  
Department of Fisheries  
Ministry of Fisheries, Animal Husbandry and Dairying  
Government of India**

**GeM Bid  
for  
Designing, Development, Operations & Management of  
National Fisheries Digital Platform (NFDP)  
for the Ministry of Fisheries, Animal Husbandry and Dairying,  
Government of India  
Dated: 01 May 2024**

**National Fisheries Development Board**  
Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052

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**National Fisheries Development Board**  
**Department of Fisheries**  
**Ministry of Fisheries, Animal Husbandry & Dairying**  
**Government of India**

Notice inviting bids for Designing, Development, Operations & Management of National Fisheries Digital Platform (NFDP).

The National Fisheries Development Board (NFDB) under the Department of Fisheries, Ministry of Fisheries, and Animal Husbandry & Dairying, Government of India invites Proposals from Government Agencies/ Autonomous Bodies/ PSUs/ Semi-Government Agencies / Public Limited Companies / Private Limited Companies that are based in India for Design, Development, Operations & Management of NFDP for Ministry of Fisheries, Animal Husbandry and Dairying, Government of India.

The content of this bid document enlists the requirements of NFDB pertaining to development of NFDP. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the pre-qualification and other eligibility criteria, evaluation criteria, terms and conditions, formats for submission etc. that National Fisheries Development Board wishes to specify at this stage.

The details regarding the subject bid are available on NFDB website (<https://nfdb.gov.in/>) and GeM portal (<https://gem.gov.in/>). The bidders are requested to visit the website regularly to keep themselves updated.

**The interested bidders may submit their proposal online only through GeM portal (<https://gem.gov.in/>).**

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

**Chief Executive, NFDB**

## **Disclaimer**

1. This BID document is neither an agreement nor an offer by the National Fisheries Development Board under the Department of Fisheries, Ministry of Fisheries, and Animal Husbandry & Dairying, Government of India (herein after called as “NFDB” to the prospective Bidders or any other person. The purpose of this BID is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this BID.
2. NFDB does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this bid document and it is not possible for NFDB to consider particular needs of each party who reads or uses this bid document. This bid includes statements which reflect various assumptions and assessments arrived at by NFDB in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this BID document and obtains independent advice from appropriate sources.
3. NFDB will not have any liability to any prospective bidders or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this BID document, any matter deemed to form part of this BID document, the award of the assignment, the information and any other information supplied by or on behalf of NFDB or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NFDB will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this BID.
4. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NFDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The issue of this BID does not imply that NFDB is bound to select a bidder or to appoint the selected bidder, as the case may be, for this project and NFDB reserves the right to reject all or any of the proposals of any bidder, without assigning any reason whatsoever.
6. NFDB reserves the right to change / modify / amend any or all provisions of this BID document. Such revisions to the BID/amended BID will be made available on the websites of a) NFDB, b) Department of Fisheries, Government of India and c) Gem Portal.
7. NFDB also reserves the right to withhold or withdraw the process at any stage.

## **SCHEDULE OF BID PROCESS**

<b>S. No.</b>	<b>Activity Description</b>	<b>Dates</b>
1	Bid Notification	01.05.2024
2	Downloading of Bid	Up to 23.05.2024 09:00 The document may be downloaded from NFDB website ( <a href="https://nfdb.gov.in/">https://nfdb.gov.in/</a> ) or GeM portal ( <a href="https://gem.gov.in/">https://gem.gov.in/</a> ).
3	Receiving pre-bid queries	Before 17:00 hrs (IST) on 08.05.2024 Address: Chief Executive, NFDB, Fish Building, Pillar No. 235, PVNR Expressway, SVPNA Post, Hyderabad-500052 E-mail: <a href="mailto:info@nfdb.gov.in">info@nfdb.gov.in</a>
4	Pre-bid meeting	At 11.00 hrs on 08.05.2024 at NFDB, Fish Building, Pillar No. 235, PVNR Expressway, SVPNA Post, Hyderabad-500052
5	Date for publication of response to the queries raised	After Pre-bid Meeting
6	Last date and time for the receipt of bids online	09:00 hrs (IST) on 23.05.2024 or any other date and time intimated from time to time. The bidders shall upload their bids online at GeM portal ( <a href="https://gem.gov.in/">https://gem.gov.in/</a> ).
7	Date and time of opening of technical bids	10:30 hrs (IST) on 23.05.2024 or any other date and time intimated from time to time.

## **1. NATIONAL FISHERIES DEVELOPMENT BOARD**

The National Fisheries Development Board (NFDB) was established in 2006 as an autonomous organization under the administrative control of the Department of Fisheries (DoF), Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (GoI) to enhance fish production and productivity in the country and to coordinate fishery development in an integrated and holistic manner. A wide range of fisheries 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 Honorable 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 the Department of Fisheries, GoI 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 (CE).

## **2. OBJECTIVES OF THE BID**

NFDB, Hyderabad invites BIDs from established and reputed Government Agencies/ Autonomous Bodies/ PSUs/ Semi-Government Agencies / Public Limited Companies / Private Limited Companies who have extensive prior experience in providing similar services to Government of India for implementation of schemes and programmes in all the States and UTs. The service provider should be proficient in preparing content for the platform. The service provider should also have the capacity to collect, verify and undertake registration of beneficiaries through their own service centers across all states of India.

The intended beneficiaries are:

- Fishers, Fish (Aquaculture) Farmers, Fish workers, Fish Vendors or such other person directly engaged in fisheries value chain.
- Micro and Small enterprises in the form of Proprietary Firms, Partnership Firms and Companies registered in India, Societies, Limited Liability Partnerships (LLPs), Cooperatives, Federations, Village Level Organizations like Self Help Groups (SHGs), Fish Farmers Producer Organizations (FFPOs) and Startups engaged in fisheries and aquaculture value chains.
- FFPOs also include Farmers Producer Organizations (FPOs).
- Any other beneficiaries that may be included by the Department of Fisheries, GoI as targeted beneficiaries.

## **3. PURPOSE OF THE BID**

The BID establishes the fundamental requirements for developing an Online Digital Platform for Various activities under the Ministry of Fisheries, Animal Husbandry and Dairying, GoI, New Delhi. The following activities are envisaged: -

- i. Design, develop, maintain and host the National Fisheries Digital Platform (NFDP).
- ii. To support the creation of centralized database of the fisheries sector
- iii. Interface the digital platform with other platforms of banks, public sector, etc.
- iv. To support in availing the benefits of PM-MKSSY, and other Government of

India schemes.

- v. To provide MIS tools

The complete work will be under the supervision of NFDB, Hyderabad and the DoF, Ministry of Fisheries, Animal Husbandry and Dairying, GoI, New Delhi, 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, launch, maintenance and service support of the Digital Platform during the project implementation period.

## **4. SCOPE OF WORK**

### **Design, Develop, Host and Maintain the NFDP**

The National Fisheries Digital Platform (NFDP) aims to create a comprehensive digital platform to streamline and enhance fisheries management, promote sustainable practices, and provide valuable resources for stakeholders. The platform will serve as a centralized hub for data, information, and services related to the fisheries sector.

#### **Requirements Gathering and Analysis**

- Conduct stakeholder workshops and interviews to gather requirements.
- Analyze the gathered requirements and document them.
- Develop user personas.

#### **Platform Development**

- Design the user interface (UI) and user experience (UX) for the platform.
- Develop the platform architecture and database structure.
- Implement core features including but not limited to:
  - User registration (self and through Service Centres) and authentication through eKYC/ bio-authentication within the Government stipulations/ regulations.
  - Resources and Assets mapping
  - Fisheries data management
  - Interactive maps for fishing zones
  - Catch reporting and monitoring
  - Market information and trade facilitation
  - Knowledge centre for fisheries management and best practices
- Develop an administrative dashboard serving various stake holder requirement for better decision making.
- Implement security measures to ensure data integrity and user privacy.
- Perform rigorous testing to ensure the platform's functionality, usability, and security.
- Develop a mobile application compatible with Android and iOS platforms.

### **Integration of Modules and data**

- Integrate existing fisheries data from relevant government agencies.
- Develop APIs to facilitate data exchange with external systems such as
  - Aadhaar (UIDAI)
  - eShram (NDUW - MoLE)
  - eUdyam
  - Payment Gateways
  - SMS Gateway
  - Email Integration
  - Any other third-party integration as required by NFDB/ DoF, GoI.
- Migration of existing data on to platform
- Ensure data accuracy, consistency, and security.

### **Training and Capacity Building**

- Develop training materials and conduct training sessions for platform users.
- Provide ongoing technical support and guidance.

### **Deployment and Maintenance**

- Deploy the platform on a secure and scalable cloud infrastructure on MeitY empanelled cloud service providers
- Monitor the platform's performance and security.
- Provide ongoing maintenance and updates to ensure the platform's relevance and effectiveness.

Bidder shall note that the above scope is indicative and not conclusive. Any additional requirement/ activity/work assigned shall be treated as part of the bid without additional expenditure.

### **Deliverables**

- Requirements gathering report.
- Platform Design / concept layout documents
- Platform design mock ups and wireframes.
- Fully functional National Fisheries Digital Platform.
- Mobile application for Android and iOS platforms.
- Training materials.
- Deployment and maintenance documentation.
- Any other documents/credentials as required by NFDB/ DoF, GoI time to time during the contract period.

Bidder shall note that above deliverables is not conclusive and shall be treated as part of the bid without additional expenditure.



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

### **a) Organizational Experience**

- i) The bidder should be a Government Organization/ Autonomous Body/ PSU/ Semi-Government Agency/ Public Limited Company/ Private Limited Company registered under Companies Act 2013 and operating in India for the last 10 years.
- ii) The bidder should have a minimum of five years of experience in executing projects of Government of India related to fisheries, agriculture and allied sectors, food processing, rural development, or socio-economic sectors, pan India basis.
- iii) The Bidder should not have been blacklisted by any Central/ State Government in India as on date of submission/ uploading of bid. The bidder shall submit Self-certification of not having blacklisted, in the letter head of their organisation.
- iv) The bidder should have experience in developing, operating and maintaining portal for Government of India Schemes and Programmes on pan India basis for the last FIVE years as on proposal submission date.

### **b) Financial Eligibility**

- i) The bidder must have the experience of similar Go-Live/ executed/ completed projects over the last three financial years with Central Government/ State/ UT Governments/ PSUs/ Autonomous Bodies in India which shall be either of the following:
  - a. Three similar completed projects amounting not less than Rs.20 Crore (Rupees Twenty Crore only) Or
  - b. Two similar completed projects amounting not less than Rs.25 Crore (Rupees Twenty-Five Crore only) Or
  - c. One similar completed project amounting not less than Rs.40 Crore (Rupees Forty Crore only)
- ii) The bidder must have a minimum average turn-over of Rs.15 Crore (Rupees Fifteen Crore only) during the last three Financial Years
- iii) The bidder should have a stable financial background with positive net worth for the last three consecutive Financial Years.
- iv) The bidder should provide audited financial statements for the past three years, audited by a recognized authority.

### **c) Technical Capabilities**

- i) The bidder must demonstrate expertise in implementing advanced technologies (e.g., AI, GIS, biometrics) and developing scalable software solutions (mobile and web applications) with at least two on-field projects to substantiate.
- ii) The bidder must have experience in real-time data processing and management.
- iii) The bidder should have requisite infrastructure across the country of own/ lease/ rent to mobilise fishers, fish farmers, fish vendors etc.
- iv) Team Expertise and Competency in Software Development
  - 1) Team Expertise: Team capability in developing scalable and secure web

and mobile applications

- 2) Technical Proficiency: Proficiency in modern programming languages (e.g., Python, Java, JavaScript etc.) and frameworks (e.g., React, Angular, Node.js, Django etc.)
- 3) Cross-Platform Compatibility: Capability to ensure responsive design and development for cross-platform compatibility

v) Expertise in Advanced Technologies Implementation

- 1) Advanced Tech Capability: Team capability in integrating and applying advanced technologies such as Artificial Intelligence (AI), Machine Learning (ML), Geographic Information Systems (GIS), and biometrics (facial recognition, fingerprint scanning), with an emphasis on showcasing AI tools related to this project.
- 2) Initial Model Framework: Capacity to showcase an initial model framework of a web application for registration.

vi) Expertise in Data Management, Real-Time Data Processing and Analytics

- 1) Expertise in designing and managing large-scale databases with high integrity and security standards, using database technologies
- 2) Ability to implement data analytics and business intelligence tools as well as data warehouse components for real-time data processing, visualization, and reporting.
- 3) Experience with real-time data collection, processing, and management systems, including the use of edge computing solutions for low-latency applications
- 4) Capability to integrate real-time data feeds with the central system for dynamic updating and monitoring

vii) Expertise in System Integration and Inter-operability

- 1) API Development Expertise: Demonstrated experience in API development and management, ensuring seamless integration with external systems and data sources.
- 2) Inter-operability Standards: Familiarity with APIs for efficient data exchange and secure authorization.

viii) Expertise in Cloud Computing and Infrastructure

- 1) Cloud Deployment Expertise: Extensive experience in deploying and managing applications on major cloud platforms (e.g. AWS, Google Cloud, Azure etc.) with an emphasis on scalability, reliability, and security.
- 2) Containerization Knowledge: Knowledge of containerization technologies (e.g. Docker, Kubernetes etc.) for deployment and orchestration.

ix) UI/UX Design Expertise

- 1) User-Centred Design: Proven track record in designing intuitive, accessible user interfaces and experiences for diverse user groups, incorporating feedback and usability testing into the design process.

x) Multilingual Support and Accessibility

- 1) **Multilingual Application Development:** Capability to develop multilingual applications, ensuring accessibility for users with vernacular language preferences and abilities.
- 2) **Accessibility Compliance:** Compliance with GIGW and international web accessibility standards to accommodate users with disabilities.

**d) Quality Management and Standards**

- i) The bidder must possess at least CMMI Level-5, ISO 9001-2015 certification or equivalent quality management system certification, ensuring adherence to international standards in project execution and delivery.

**e) Human Resource and Training & Capacity Building**

- i) The bidder should have an overall manpower strength of at least 200.
- ii) The bidder should have a multidisciplinary team comprising of experts in project management, software development, data analysis, and field operations.
- iii) The bidder should have demonstrated capability in training, capacity building, and knowledge transfer to various stakeholders involved in project execution.
- iv) **Capacity Building Experience:** Experience in developing and delivering training programs and materials for users of varying technical skills to ensure successful adoption and utilization of the system and handholding the States/ End-Implementing Agencies.

**f) Monitoring, Evaluation, and Impact Assessment**

- i) The bidder should have established mechanisms for rigorous monitoring and evaluation of projects, including tools and methodologies for impact assessment.
- ii) The bidder should have documented evidence of adaptive management practices based on M&E findings in previous projects/ reports.

**g) Innovative Practices**

- i) The bidder should have a track record of having innovative solutions and continuous improvement in project implementation and service delivery. A detailed project report of their innovative solutions undertaken in similar domain should be submitted along with the bid.
- ii) The bidder should have demonstrated commitment to leveraging technology for the betterment of project outcomes and stakeholder benefits.

Bidders must submit detailed documentation evidencing their team's expertise and competency across each of the technology eligibility criteria. Proposals should also clearly outline the approach, methodologies, and technologies that will be employed to meet the project's objectives.

- h) The bidder shall have pan India presence to undertake registration through its service centres.

## **6. SUBMISSION OF OFFERS**

The bidder shall submit their proposal online only through GeM portal (<https://gem.gov.in/>).

## **7. PRICE BID**

- a) The bidder shall indicate the prices/ rates as specified in the format (Annexure I).
- b) The bidders should quote their most competitive prices/ rates. 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.

## **8. 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 Government of India in any dealings with the third party.

## **9. EVALUATION OF BIDS**

### **a) Technical Evaluation**

The technical evaluation shall be carried out by the Technical Evaluation Committee constituted for this purpose by the Competent Authority, as per the conditions in the bid document to determine the substantial responsiveness of each participant.

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 qualified shall be considered. The financial bids shall be opened in presence of authorized representatives of technically eligible bidders, who may like to be present physically at their own cost.

## **10. AMENDMENT OF THE BID**

Before the closing date and time for submission of bid, NFDB, at its discretion, may modify the bid requirement by issuing addendum/ corrigendum or cancel the bid at any time during the bid process without assigning any reason thereof in the best interest of the Government.

Any addendum/ corrigendum thus issued would be a part of the bid document and shall be uploaded on GeM portal (<https://gem.gov.in/>) and NFDB website.

The bidder shall neither change nor modify the submitted bidding documents by any amendments nor submit more than one proposal during the validity of the bid due date including extensions of BID due date, if any.

## **11. COMMERCIAL CONDITIONS**

Apart from the above, each bidder is required to fulfill the following terms and conditions:

### **a) Earnest Money Deposit**

Each bidder is required to submit Rs. 1,00,00,000/- (Rupees One Crore only) as EMD in the form of Bank Draft / Demand Draft in favor the Chief Executive, National Fisheries Development Board, Hyderabad. Bids received without the specified EMD will be summarily rejected. Bidders claiming EMD exemption should submit relevant documentary evidence for the same.

EMD will not invite any interest. Earnest Money Deposit of all unsuccessful bidders will be refunded within one month from the date of issue of the Work Order to the selected bidder or within one month from the date of cancellation of the selection process in case the selection process is cancelled by NFDB. The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee.

The EMD will be forfeited if a bidder withdraws their bid during the bid validity period. If the successful bidder fails to sign the contract within the stipulated period EMD will be forfeited.

### **b) Performance Bank Guarantee**

The successful bidder is required to submit Performance Bank Guarantee (PBG) of @5% of value of services/work within 30 days of acceptance but before signing of agreement.

The Performance Security shall be obtained from scheduled commercial banks in India, in compliance with Applicable Laws.

The performance bank guarantee shall be valid for 60 days post satisfactory completion of the overall engagement/work as stipulated in Bid. In the event of any amendments to Agreement, within 15 days of receipt of such amendment, the amendment to the Performance Guarantee shall be extended accordingly.

The performance bank guarantee shall be returned by NFDB upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, NFDB would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NFDB under the contract in the matter, the proceeds of the PBG shall be payable to NFDB as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. NFDB shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

NFDB shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement. In case the project is delayed beyond the project schedule as mentioned

in this bid, the performance bank guarantee shall be accordingly extended by the Bidder.

**c) Failure to agree with the Terms & Conditions of the Bid**

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the bid shall constitute sufficient grounds for the annulment of the award. In such a case, NFDB shall forfeit the EMD/PBG of successful bidder.

## **12. TERMS AND CONDITIONS**

- i) The period of contract arrangement shall be for **FIVE** years from the date of commencement of Digital Platform as decided by NFDB, Hyderabad. The contract may be terminated at any given time in case of any lapse noticed in performance during the course of contract.
- ii) During the course of the contract, all the source codes, data, documentation etc. developed with respect to NFDP must be handed over to NFDB along with knowledge transfer.
- iii) The rates shall be valid during the course of the contract and no enhancement in rates will be allowed for any reason whatsoever.
- iv) The proposal is liable to be disqualified in case of any one or more of the following:
  - a. Non- submission of bid in accordance with terms and conditions.
  - b. Receipt of incomplete documentation.
  - c. 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.
  - d. The bidder is found to be in arrears or default with regard to payment of dues to any concerned local Government agencies.
  - e. Made misleading or suppression of facts and information in the forms, statements and any / all enclosures of the bid documents.
  - f. Record of poor performance such as non adherence of timelines & milestones, abandoning work, incomplete deliverables or financial failures/ weaknesses.
- v) 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 NFDB shall be final.

**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

## **13. General 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 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 (NFDB) 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 and language will be in English.

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

- i. Bidder should indicate GST Number and Permanent Account Number (copy of GSTIN and PAN to be enclosed)
- ii. Proposals will be considered/ accepted, only if the bidder has a valid GST Registration.
- iii. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax whichever applicable to be quoted in percentage (%).
- iv. Bidder to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter/ Intra State movement regarding the Supply of Goods and services or both.
- v. The tax invoice for supply of Goods and Services should be raised as per the provision of GST Act & Rules.
- vi. 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.

- vii. 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**

The payment shall be released through PFMS (in Indian Rupees) and shall be paid as per the work deliverables/ timeline and milestones as decided during signing of the contract.

**e) Law of Land**

The tenderer shall abide by and comply with all the local as well as national laws under the contract. The NFDB shall not be responsible for breach of law, if any, by the bidder.

**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 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. The Service Provider shall also indemnify the NFDB for any claims whatsoever made by such workers against the NFDB.

The NFDB shall not be responsible for death, disablement, injury, or accident to the Service Provider's employees or damages to their infrastructure, 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 any compensation thereof.

The Service Provider shall comply with all the Central, State and local authority Laws & Rules in force and shall be solely responsible for the implementation of the statutory provisions as applicable.

**g) Penalty Clause / Liquidated Damage**

If any of the stages specified which forms part of the contract is not completed as per the approved time schedule and/ or requirement, 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 5% of the bid value of the deliverables 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.

**h) Prices**

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

**i) 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 NFDB 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 deliverables and the performance of the service, the service provider shall



promptly notify the NFDB in writing the fact of the delay, its likely duration and the cause(s) for the delay. The NFDB will evaluate the situation and in the exceptional circumstances and in the interest of work, may extend sufficient time as deemed fit, for execution of the work deliverables. 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.

**j) Termination for Default**

Either Party, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party with proper knowledge transfer to NFDB/ DoF, GoI, may 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 requirement as per the contract, or
- ii) The defaulting party fails to perform any other obligation under the contract.

In the event of 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 process by way of EMD / PBG 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.

**k) Termination for Insolvency**

The NFDB 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.

**l) 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 business or operations without the prior written consent of the NFDB.

**m) 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. They shall appraise themselves of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid at their own cost. Any claim and/ or objection on the ground of ignorance about local conditions will not be considered after the submission of bid.

**n) 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 bid.
- 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 bid and the proposal submitted to the NFDB, the terms of this bid shall prevail.

No part of the document should be modified with any additions/deletions, failing which, the bid would be summarily rejected. All the pages of the document have to be signed and stamped by the authorized person of the bidder as the proof of acceptance of all the bid terms and conditions mentioned above.

#### **14. Annexure-I: Financial Bid Format**

<b>S.N</b>	<b>Items</b>	<b>Cost (in INR) (inclusive of taxes)</b>
a	Cost of Designing, Development of NFDP including mobile application (till go-live)	
b	Operation and Maintenance cost (5 years)	
c	Total Cost of development, operations and Maintenance (a+b)	
d	Cost for registration of 2.8 crores eligible beneficiaries through identified service centers / providers	

- A note on financial arrangements for carrying out the proposed work.
- The amount for Sl. No. 14 d above will be pro-rated for registration of each eligible beneficiary and released on quarterly basis based on the number of actual registrations undertaken.

Note: Attach additional sheets, if necessary.

(Signature of the Bidder with Seal)

**15. Annexure-II: DETAILS OF SIMILAR WORKS EXECUTED**

<b>Sl. No.</b>	<b>Name of work &amp; Location</b>	<b>Name of Organization</b>	<b>Cost of work (in Rs. crores)</b>	<b>Date of commencement as per contract</b>	<b>Date of completion</b>	<b>Litigation/ Arbitration pending in progress with details</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>7</b>	<b>8</b>	<b>10</b>

(Signature of the Bidder with Seal)

