

M/s _____

Sub: NIT for 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL'

Dear Sir/Madam,

Sealed BIDS are invited for the work as detailed below:

1	Name of Work:	End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL.
2	Earnest Money: (Tender received without EMD is liable to be rejected)	Tenderer to submit Earnest Money of Rs.1,00,000/- (Rupees One Lakh only) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled/ Nationalized bank except rural and co-operative bank in favour of National Fertilizers Limited payable at New Delhi or transfer online/ RTGS/ NEFT in NFL's bank account detailed at point 11 below. Cheque shall not be accepted in any case. In case, tenderer is seeking exemption of EMD under MSMED Act, the tenderer is required to submit the required documents showing eligibility.
3	Cost of Tender Form:	NIL
4	Estimated Value of the work :	Rs. 3,09,66,381.60 inclusive GST as applicable.
5	Validity of Tender	120 days from the Date of Opening of Technical Bids for the acceptance.
6	Time of Completion:	As per the timeline mentioned at STCC.
7	Start date of download of Tenders:	01.03.2024
8	Last date and time for submission of Tenders:	21.03.2024 up to 15:00 Hrs.
9	Date and time for Opening of Tenders (Techno-commercial bid):	21.03.2024, 15:30 Hrs.
10	Place of Opening of Tenders:	Office of ED (HR), NFL Corporate Office, NOIDA.

11. Tender Documents may be downloaded from our website www.nationalfertilizers.com or GeM portal <https://gem.gov.in/>. In case documents are downloaded directly from the said websites, requisite EMD can be deposited in the form of Demand Draft issued by a Scheduled / Nationalized Bank in favour of "National Fertilizers Limited" payable at New Delhi or may be transferred in our account as per details: Name:- National Fertilizers Limited, Bank Name : State Bank of India, Account No.10297944831, IFSC Code: SBIN0017313, Branch Address: Corporate Accounts Group Branch, 4th & 5th Floor, Red Fort Capital, Parsavnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001, at the time of submission of Tender.
12. Parties are advised to visit GeM portal/ NFL website regularly. At any time prior to the bid due date, NFL may, for any reason, whether at its own initiative or in

response to a clarification requested by a prospective bidder, modify the Tender document. Any amendment / corrigendum to the NIT will be displayed on aforesaid portal/ website only.

13. All requests for interpretation, clarification & queries in connection with tender shall be submitted on GeM portal/ NFL through email at least 7 (Seven) days prior to the closing date of the tender.
14. The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates/ Financial Bids'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.
15. In case of any discrepancy between rates quoted in 'words' and figures', the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates/ Financial Bids Performa duly filled in, failing which their Price bid will not be acceptable.
16. The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates / Financial Bids. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa for Schedule of Rates/ Financial Bids (Annexure- VII).
17. Incomplete Tenders or Tenders not accompanied with the required Details / Documents / EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.
18. Submission of Tenders:
 - i. Oral, telephonic, fax or telegraphic tenders or modification thereof will not be entertained.
 - ii. Tender documents should be duly filled in and uploaded along with all the requisite Annexures on the GeM portal.

The offer will be considered as per eligibility criteria mentioned in the NIT/Tender. Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address of organization specifying the Unit/Office for which such works have been executed and also substantiate their claims furnishing the copy of their credentials as per NIT.

19. NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
20. Evaluation of offer shall be on overall L-1 basis.
21. All pages shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
22. No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected. Tenders, which do not

fulfil all or any of the conditions laid-down in Tender Document or where party has mentioned any condition or deviation, shall be liable to be rejected.

23. The prospective tenderer having any common Partner / Director / Managing Director etc. or having any other common criteria shall be considered as sister / group / Associates Company. In such cases only one of them will be eligible for participating in the tender.
24. While submitting the offer, bidders may ensure that tender documents / offer have been signed by authorized signatory of the Company/ Entity. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
25. One person will be allowed to represent only one company/ Entity during discussion/negotiation with NFL. If same person is representing different companies/ Entities with authorization letter from more than one company/ Entity, such person will be allowed to represent only the first company called for negotiations.
26. NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers, of such postponement along with notice of revised opening date and time.
27. In case, due to some unforeseen circumstances, the date of receiving / opening of the tender happen to be a holiday / closed day, the tender will be received / opened on the next working day.
28. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder. No two or more concerns (Company/ Entity) in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
29. The tender is non-transferable. The tender document shall remain the property of NFL and if obtained by one intending tenderer, shall not be utilizable by another without the consent of NFL.
30. NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof and are not bound to accept the lowest bid/tender. Also conditional tenders are liable to be rejected.
31. The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and must have a good character.
32. The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract may stand terminated without any notice and the security deposit may be forfeited.
33. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, NFL shall deem such tender cancelled.
34. NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender/NIT.

35. Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website/ portal only. Bidders are requested to visit the website/ portal regularly to keep themselves updated.
36. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
37. Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/Offer etc.] are synonymous.
38. Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XIII.
39. The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid.
In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."
40. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
41. NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder.
42. This letter/ instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
43. The Bid shall be addressed to ED (HR), National Fertilizers Limited, Corporate Office, NOIDA.

Thanking you,

For & on behalf of
National Fertilizers Limited

(B.V.Vittal)
Executive Director (HR)

Encl:

1. Eligibility Criteria
2. Scope of Work
3. Evaluation Criteria
4. General Terms & Conditions
5. Special Terms & Conditions
6. Definitions
7. Annexures- I to XVI
8. Covid-19 related SOP

NATIONAL FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
A - 11, SECTOR - 24, NOIDA - 201 301,
DIST.: GB NAGAR, UTTAR PRADESH

TENDER DOCUMENT
FOR

Name of Work :	Award of Contract for 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitment in NFL
NIT No. & Date :	NFL/CO/HR/RECT/NIT/2023(03) Dated 01.03.2024
Start date of download of Tenders:	01.03.2024
Last date and time for submission of Tenders:	21.03.2024 up to 15:00 Hrs.
Date and time for Opening of Tenders (Techno-commercial bid):	21.03.2024, 15:30 Hrs.

SL. NO.	PARTICULARS	PAGES	
		FROM	TO
1	Eligibility Criteria	06	07
2	Scope of Work	08	22
3	Bid Evaluation Criteria	23	24
4	General Terms & Conditions (GTC/GTCC)	25	36
5	Special Terms and Conditions of the Contract	37	43
6	Definitions of Terms	44	45
7	Declaration Form-I (Annexure-I)	46	46
8	Declaration Form-II (Annexure-II)	47	48
9	Declaration Form-III (Annexure-III)	49	50
10	Affidavit (Annexure-IV)	51	51
11	Details of 'SIMILAR WORK' executed (Annexure-V)	52	52
12	Performance Report of 'Similar Works' (Annexure-VI)	53	53
13	Financial/ Price Bid (Annexure-VII)	54	54
14	Contract Agreement (Annexure-VIII)	55	60
15	Bank Guarantee for Bid Security Deposit / EMD (Annexure-IX)	61	61
16	Security Deposit-Cum-Performance Bank Guarantee Format (Annexure-X)	62	63
17	Proforma for Indemnity Bond (Annexure-XI)	64	64
18	Instructions For Online Bid Submission (Annexure-XII)	65	67
19	Procurement From a Bidder Which Shares a Land Border With India (Annexure-XIII)	68	71
20	Integrity Pact (Annexure-XIV)	72	77
21	Self-Certification Form: Make in India (Local Content) (Annexure-XV)	78	78
22	No Claim Certificate (Annexure-XVI)	79	79
23	SOP for Covid related protocol	80	83

ELIGIBILITY CRITERIA

The bidders, in order to become eligible to participate in the bid, need to meet the following eligibility criteria and submit the self-certified documentary evidences in support thereof; failing which price bid shall not be opened.

A. Techno-Commercial Criteria

Sr. No	Eligibility Criteria	Supporting Documents Required
1	<p>a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Ownership, Year of Establishment and Place of Business, etc. and</p> <p>b) Affidavit as per Annexure-IV on Non-judicial paper in original and Power of Attorney / Authorization,</p>	<ul style="list-style-type: none"> • Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association • Registered Society & Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA. • Affidavit in original • The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate <u>or</u> Authorization(backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company
2	<p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.</p> <p>b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.</p>	<p>The bidder shall submit Declaration I, II & III with self-attested copy of related documents wherever required like</p> <p>i) PAN Card.</p> <p>ii) GST registration certificate</p>
3	<p>The bidder should have successfully completed "Similar Works" with performance and completion certificate, during the last seven years ending last day of previous month in which this NIT has been issued.</p> <p>Definition of "SIMILAR WORK"</p> <p>Similar works means conduct of exam in offline OMR mode on 'end to end solution basis</p>	<p>The bidder shall submit a copy of Work Order + Completion Certificate/ confirmation from the Company/ Organization for at least one of the following</p> <p>a) Three similar completed works each costing not less than ₹123.87 Lakhs (inclusive of applicable GST) i.e. not less than 40% amount of the estimated cost of work.</p> <p style="text-align: center;">OR</p>

	including all activities of Pre-Exam, Exam and Post Exam phase with 1,00,000 candidates per day across minimum 14 cities in at least 10 states on pan India basis simultaneously with Biometric capturing.	<p>b) Two similar completed works each costing not less than ₹154.83 Lakhs (inclusive of applicable GST) i.e. not less than 50% amount of the estimated cost of work.</p> <p>OR</p> <p>c) One similar completed work costing not less than ₹247.73 Lakhs (inclusive of applicable GST) i.e. not less than 80% amount of the estimated cost of work.</p> <p>Copies of Work orders in support of the above with full technical scope of work & commercial details including work order value along with the completion certificate/confirmation from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.</p>
4	Average Annual financial turnover of the bidder during the last 3 years ending 31 st March of the previous financial year should be at least ₹92.90 Lakhs i.e. 30% of estimated cost of work.	<p>Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c for the last three financial years ending on 31st March of the previous financial year. (i.e. FY 2020-21, 2021-22 & 2022-23)</p> <p>In case the bidder do not fall under the ambit of statutory audit, and does not have audited annual reports / audited Balance Sheets and Profit & Loss Statements, shall submit a statement certified by Statutory Auditor / practicing Chartered Accountant with UDIN as documentary evidence in support thereof.</p>
5	The Bidder should have a valid certification for ISO 9001, ISO 27001, CMMi Level 3/4/5	Bidder shall enclose certified copy of each certification. The certification should be valid atleast till the last date for bid submission and also during the entire contract period, in case of award of contract.

SCOPE OF WORK

Tender for Award of contract for 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL.

OBJECTIVE

This tender establishes the fundamental requirement for end-to-end Solution for online receipt of applications and conducting Offline OMR Based Test for recruitment in National Fertilizers Limited (NFL). NFL intends to enter into a contractual agreement with a qualified respondent entity/ service provider who is willing and able to meet the requirements of NFL.

The overall objective is to provide a fair, secured, transparent, and efficient end-to-end solution with meticulous and flawless execution at each stage culminating with delivering results with precision in an optimum time frame.

Bidder shall be solely responsible for ensuring compliance of all Government, Statutory Regulations/ Guidelines/Policies with regard to conduct of OMR based offline exam.

SCOPE of WORK:

To conduct OMR based Test through an experienced, professional Agency on "End to End" Solutions basis for recruitment against the following positions in NFL:

Sl. No.	Levels of Recruitment	Total Disciplines for which exams to be conducted	Total Vacancies to be advertised
01	Non-executives	26	330
02	Executives	01	10

The OMR based exams will be conducted at test centers in the following cities: Jammu, Chandigarh, Delhi & NCR, Bhopal, Hyderabad, Mumbai, Chennai, Jaipur, Ahmedabad, Bhubaneshwar, Ranchi, Bengaluru, Kochi, Amaravati (Andhra Pradesh), Guwahati, Kolkata, Patna, Gwalior, Raipur, and Lucknow.

The total number of candidates to be assessed under the contract is estimated to be approx. 150060. The no. of candidates is indicative and may vary based on the actual number of applications received.

The no. of disciplines, vacancies and test cities indicated above *are tentative and may vary subsequently.*

The scope of work will include but not limited to carrying out all activities of pre-examination, examination, and post examination phase as per requirements of NFL.

I. PRE-EXAMINATION PHASE

Brief Description
Development of online application portal, online receipt of applications, receipt of application fee as per requirement of NFL.
Creation of Question Bank and prepare 02 Nos. question papers per shift (there may be one or more shifts). Each question paper would have 4 sets (A, B, C, D) with same questions but in different sequence.
Secure printing of question paper (4 sets i.e. A, B, C, D) from IBA certified printing press.
OMR answer sheet (ball point pen markable) along with 02 Carbonless sheets and Question Booklet will be legibly printed with corresponding number to each other.
Secured supply of question paper as well as OMR answer sheet to the test venues.

Booking of test venues in specified cities.
Online issuance of Admit Cards to candidates (Includes generation and uploading of Admit Card and centre allotment to the candidates).
Intimation by SMS and e-mail to candidates for various stages.
Designing and printing of attendance sheets with scanned colour photograph, signature of candidates etc.
Liaison with local/ police authorities.
Helpdesk/ Call centre facility to address/ resolve the queries/ issues of the candidates during the period of the contract.

NFL shall be publishing the advertisement in the leading national newspapers for conducting the above recruitment exercise. The preparation and release of advertisement shall not be a part of tender condition. The advertisement shall be shared with successful tenderer/ Agency for designing/developing of portal/website for receipt of applications online.

A. DEVELOPMENT OF ONLINE APPLICATION PORTAL, ONLINE RECEIPT OF APPLICATIONS, AND RECEIPT OF APPLICATION FEE:

- 1.1. The Agency shall set up, host and maintain a website for comprehensive management of recruitment process from the stage of receiving applications, to display necessary updates regarding this recruitment, to generate and online uploading of admit cards, to receipt of objection/challenge to questions and answer key till declaration of final results.
- 1.2. The web-based application should be hosted on https:// Secured Server. The agency will have to deploy sufficient resources for the website to ensure availability and quick response time to the candidates to the satisfaction of the NFL even at peak loads especially on important events viz during registration, issuance of admit cards, objection/challenge window, result declaration.
- 1.3. A website with 'URLs' will be provided by the bidder for online application with details of General Information. The link will be made available through NFL's website. On clicking on the link, the page will open with proper links for, general instructions to the candidates and to apply for the job against the advertisement.
- 1.4. The Application should work in any modern browser on any operating system without requiring additional installation of software besides the browser itself.
- 1.5. Payment portal/ gateway lining up will be arranged by the Agency.
- 1.6. The verifiable Audit trail of all activities undertaken shall be maintained by the Agency.
- 1.7. The application should have provisions for furnishing details under RTI Act. The Agency will also have to provide documented inputs with relevant data and support to handle RTI applications.
- 1.8. The Application environment, including the documents uploaded by the users, needs to be adequately protected against viruses/ other vulnerabilities.
- 1.9. The application should be hosted on secured cloud server so as to ensure that the data is free from hacking and virus.

- 1.10. The server should be connected with good bandwidth so that large number of applicants who wish to apply do not face problem of slow response.
 - 1.11. The application should be user friendly and customizable.
 - 1.12. Up-to-date important notification should be displayed on the homepage.
 - 1.13. For any connection timeout or when application is idle, auto logout should happen.
 - 1.14. Develop online application form along with secured and SSL encrypted Payment Gateway to receive online applications and application fee therefor (CERT-IN certified)
 - 1.15. Before a candidate is allowed to create login, the candidate is to agree to the terms and conditions.
 - 1.16. The application should have single login. Multiple login for any applicant should not be allowed.
 - 1.17. The candidate shall be allowed to create a unique login id and password to access / fill up the application. Registration No. shall be provided to the applicant, when the applicants register themselves during Signing Up for the application.
 - 1.18. During signing up there should be provision of captcha and separate OTPs for email id and mobile phone number. This would help in verification of the email id as well as mobile phone number.
 - 1.19. Application should have facility to reset applicant's Login Password, in case when applicants forget their password. The request for reset of password should be based on OTP.
 - 1.20. Multiple applications for a particular post by candidate should not be allowed. Only final application should be considered for determining eligibility.
 - 1.21. Application should validate all the constraints regarding eligibility criteria and should also validate mandatory fields mentioned in the tender document.
 - 1.22. Application portal should have FAQ module (Frequently Asked Questions), so as to guide applicants on any frequent queries regarding the application.
 - 1.23. The Application registration module should have provision for stage by stage saving of the draft of filled application details before the final submission to avoid any loss of data.
 - 1.24. However, before entering the main application form, eligibility check page should be shown. There will be checks/validation on age, qualification, category, experience etc. The eligibility will be checked with reference to the age relaxation provided to OBC, SC/ST/ PwBD, Ex-Serviceman and Departmental Candidates and also with reference to relaxation in percentage of marks, for SC& ST category candidates as per the advertisement specifications.
 - 1.25. The application format will contain mandatory fields that a candidate is required to fill. Unless these mandatory fields are filled by an applicant he/she will not be allowed to proceed further and submit the online application/registration. Wherever, the system requires filling up of these mandatory fields or filling up of data in particular format, i.e., numeric/ alphabetical/ restriction on use of special characters etc., the system will guide the candidates through popup windows by giving appropriate instructions.
-

- 1.26. Preview and submission of application by Candidate: After having filled all required fields with the undertaking that he has gone through the complete text of the advt. and agrees to the terms and conditions, a preview of the application should be made visible to the candidate. On viewing the preview, he will have the option either to go back and edit the format or to make the online submission. Provision may be made in the system for the candidates to upload photograph as well as signatures, Qualification degree, caste certificate and ID proof.
- 1.27. The Application should have the features of auto scrutiny of the candidates' information, based on the advertisement specifications of the post advertised. The application format should be designed in such a way that non-eligible candidates should be eliminated at the time of online submission of application i.e. validation and screening of the candidate is done at the time of registration.
- 1.28. On any initiation of payment, a unique transaction ID shall be generated against applicant's Registration No. Transaction ID should be unique and against unique Registration Number there can be multiple Transaction IDs. Transaction ID shall be generated for both successful and unsuccessful transactions and should be used to identify multiple payments and failed transactions.
- 1.29. Payment option to be provided by all the online payment methods i.e. credit card /debit card/ net banking/ UPI/QR code/ wallet etc. Only after confirmation of receipt of payment a successful registration no. will be provided to candidate.
- 1.30. Collection of application fee through all above methods in NFL's bank account. A complete report to be submitted to NFL within within the period specified in the Timeline for completion of work.
- 1.31. The Application will generate a non-editable (PDF format) application form with a unique application number which can be further downloaded and printed by the candidate after successful submission of online application form. The application should indicate the transaction id, date, and time of transaction under the payment details section of the application.
- 1.32. After the last date for submission of application, those candidates who have successfully submitted their applications and desire to edit/ modify the same shall be provided within the period specified in the Timeline for completion of work. The Agency shall provide a 'correction / edit window' for the same.
- 1.33. After closing of window for editing application, agency must share the complete database of application in excel and summary of total applications received in the prescribed format within the period specified in the Timeline for completion of work.
- 1.34. Provide trouble shooting call center facility / help desk facility to address the queries of the candidates from 09.00 AM to 06.00 PM on all 07 days of the week for the duration of the contract.
- 1.35. A dashboard to check candidates being registered and facility to generate various reports e.g. Number of candidates applied for a particular post, category-wise report candidates from a particular state or district etc.
- 1.36 The Agency shall provide copy of application forms of all successful registered candidates in soft copy (PDF Format) to NFL alongwith the other requisite records, documents, data and reports within the period specified in the Timeline for completion of work.

- 1.37 After last date of application, the Agency shall provide a Correction/ Edit window within the period specified in the Timeline to only such candidates who have registered and submitted their application till last date of application to make corrections in their application form.

APPLICATION FORMAT

Application format should contain fields to capture all information of candidates as per requirement of NFL. The fields to be included are:

1.1. Personal Information:

- 1.1.1. Name of the candidate: First, Middle & Surname
- 1.1.2. Father's name: First, Middle & Surname
- 1.1.3. Date of Birth: dd-mm-yyyy format in drop down box form
- 1.1.4. Mailing Address: It should contain 3-4 rows of boxes for typing mailing address. Specify rows for City/ Village, District, State. In addition, compulsory box will be provided for pin code.
- 1.1.5. State of domicile – with drop down
- 1.1.6. E-mail address to be provided compulsorily.
- 1.1.7. Contact Mobile phones for sending SMSs.
- 1.1.8. Additional mobile number
- 1.1.9. Gender – Male/ Female/ Transgender – drop down box.
- 1.1.10. Marital Status: Married/ Unmarried/ Divorced/ Widow/widower
- 1.1.11. Uploading of photograph, signature, degree & mark sheets for Essential Qualification, Desirable Qualification & Other Qualification, caste certificate, ID proof, AADHAR NO. PAN NO, PwBD certificate, ExSM Certificate, Experience certificate. Specialisation certificate for Essential qualification, if applicable, Grade to Percentage conversion formula, if applicable.
- 1.1.12. Whether belong to minority community – Yes/no – dropdown. If yes – then choice of communities through drop down box.
- 1.1.13. Ex-Serviceman – drop down yes/no, if yes, no. of yrs. of service will be asked through drop down box. Date of Discharge and last rank at the time of separation.
- 1.1.14. Category: General/SC/ST/OBC (NCL)/EWS
- 1.1.15. Person with benchmark disability: drop down – yes/no, if yes two options with radio button shall be displayed- Person with Benchmark Disability (PwBD) i.e. with 40% or more disability & Person with specified Disability (having less than 40% disability),
- 1.1.16. For persons with degree of disability 40% or above - 05 options will be shown: Type of disability through drop down box & percentage of disability with text box, Difficulty in Writing–yes/no, Scribe Required–yes/no, Compensatory Time required–yes/no

- 1.1.17. For Person with specified Disability (having less than 40% disability)-04 options will be shown: Percentage of disability with text box, Difficulty in Writing-yes/no, Scribe Required-yes/no, Compensatory Time required-yes/no
- 1.1.18. Persons residing in Kashmir from 1980 to 1989 –yes/no, if yes, ask religion through drop down box.
- 1.1.19. Departmental Candidate: Are you a NFL employee (Yes/ No). If yes, then name of the Office/Unit through drop down box and employee no. as well as Designation.
- 1.1.20. Apprenticeship done in NFL/NFL. If Yes, Trade of Apprenticeship, Period (From-To) of Apprenticeship, Unit of NFL where Apprenticeship done.
- 1.1.21. Any other information required by agency/NFL.

The above fields/ areas mentioned are indicative and may vary at the time of award of Contract.

1.2. Educational Qualification:

For filling details of qualifications, table has to be provided. Three Separate tables shall be provided namely - Essential Qualification (As per Advt.), Desirable Qualification (If any, as per advertisement) and Other Qualification (10th /12th/ others). Each table shall contain Course/ qualification (drop-down in Essential & Desirable Qualification Table and Text Box in other Qualification Table), college/Institute/University, Course Duration (from-to DD/MM/YYYY), Date of passing (DD/MM/YYYY), percentage of marks upto 02 decimal points, Mode of Qualification (Regular/ Part time/ Correspondence) etc. 05 rows to be provided for other qualifications table (rows for 10th & 12th shall be fixed) with provision to add further if required by the candidate.

1.3. Post Qualification Experience (only after qualifying degree)

- 1.3.1. For filling details of experience, row with boxes will be provided. Provision for Name of Organisation, type of Organisation (drop-down e.g. Central Govt. / State Govt. / Central PSU/ State PSU / Autonomous Body/ Statutory Body / Public Limited Company / Private Limited/ Joint Venture/ Co-operative/ Self Employed), Employment period (From-To) dd/mm/yyyy – drop down boxes, position held, nature of experience, (drop-down e.g. Regular/ Direct Contract by Company/ through contractor / Ad-hoc/ Fixed Term/ Part Time/ Training), pay scale/ Annual CTC details, Jobs/ Duties Performed or being Performed. For adding new experience, add on button will be provided, in case of Public sector, details or scale will be shown.
- 1.3.2. The total no. of years of experience will be shown at the end of experience table. (Auto Calculated)
- 1.3.3. Experience should be calculated from the date of notification of result provided by candidate in qualification table. If the experience commencement date is later than the result notification date, the calculation would be from the later date.

B. CREATION OF QUESTION BANK

- 1.1. The question papers for each of the post for which recruitment is being made is to be prepared (design, develop) by the Agency with multiple choice based (objective type) questions.

- 1.2. The question paper should be bilingual (English and Hindi). Same meaning and sense of question should be retained in both the versions i.e. English and Hindi language.
- 1.3. Every question paper would have a total 150 questions divided into two parts, Discipline related part (100 questions from the relevant discipline) and Aptitude part (50 questions covering General English, Quantitative Aptitude, Reasoning & General Awareness). Duration of test will be 2 hours.
- 1.4. The level for each question paper set will be of minimum prescribed educational qualification, as applicable for each post. Question paper should have a mix of easy, moderate and difficult questions.
- 1.5. Agency to prepare 02 Nos. question papers per shift for each post (there may be one or more shifts)
- 1.6. Each question paper would have 4 sets of questions (A, B, C, D) with same questions but in different sequence. Randomization of questions across all the sets should be ensured i.e. each question in each series should be distributed in a unique manner so that no commonality in position of any question is found across any series.
- 1.7. The agency must ensure that the question papers have similar difficulty level across various set of question papers.
- 1.8. Ensure proof-reading of each question to eliminate errors/omissions.
- 1.9. Scrutiny/audit of questions should be of the highest level to ensure zero error in question papers and answers. Penalty will be imposed in case there are wrong questions in question paper and/or wrong answer key is published.
- 1.10. Question papers as designed above should be securely and legibly printed (NO PHOTOCOPYING) on good quality white/off white paper with adequate thickness in accordance with the best professional standards of the industry.
- 1.11. Each question papers should be stapled on left hand side twice and sealed from the right side.
- 1.12. The Agency shall provide a sample set of question paper for each post to NFL before test date as per the timeline. The sample papers will be displayed on NFL website.
- 1.13. Timely, safe, and secured supply of question paper as well as OMR answer sheet to the test venues as per count of candidates in accordance with the best professional standards of the industry has to be ensured.
- 1.14. Marking scheme: For every correct answer one mark will be awarded. There will be no negative marking for wrong answer. If a candidate gives more than one answer, it is treated as a wrong answer even if one of the given answers happens to be correct and no marks shall be given for that question. If a question is left blank, i.e. no answer is given by the candidate then no marks shall be awarded for that question and there will be no negative marking too for that question.
- 1.15. In case examination takes place in multiple shifts, a normalization formula will be applied on the raw scores for arriving at the final scores of the candidates. The Agency shall provide 'normalization' formula well in advance before conduct of exam.

C. OMR Answer Sheet designing, printing and supply:

- 1.1 Designing and printing of OMR answer sheets with the following features:
- a) The original OMR answer sheet shall have the barcode and the unique serial number of the answer sheet and it should be readable by OMR scanning machine. The OMR answer sheet will be of two pages. The first page will contain detailed instructions for filling of form, name of candidate, roll number, space for handwriting specimen, and signatures of candidate and Invigilator. The back page will contain details like question booklet number, Roll Number, series, category, examination paper details with desired number of bubbles.
 - b) There shall be 02(two) carbonless copy of the original OMR answer sheet to be printed in different colours for easy identification.
 - c) Thickness of the original OMR sheet shall be in accordance with the best professional standards of the industry.
 - d) Thickness of the carbonless copies shall be in accordance with the best professional standards of the industry.
 - e) Appropriate security features shall be incorporated as required in accordance with the best professional standards of the industry.
 - f) The OMR answer sheets shall be pre-scanned.
 - g) Agency will design and print the OMR Answer Sheets in the desired quantity in accordance with the best professional standards of the industry. Agency will carry 5% of buffer of question papers/OMR sheets to the examination centres, over and above the actual quantity to meet any eventuality.
- 1.2 Printed OMR answer sheets shall be packed in quantities in tamper and water proof envelopes with appropriate labelling.

D. Booking of test venues in specified cities and allocation of test centres to candidates

- 1.1. The date of test shall be finalized mutually by the Agency and NFL. The venues should be finalised by Agency and the details shall be conveyed to NFL.
- 1.2. The Agency to ensure Booking of adequate number of test centres in cities specified for the purpose.
- 1.3. The Agency shall give due consideration to the accessibility and safety aspects while finalizing the test centres. The Agency shall ensure that the test centres are easily accessible through public transport.
- 1.4. The test centres should be reputed Schools / Colleges/ Institutes and should be equipped with all the basic infrastructure and facilities including suitable power back up, potable drinking water, adequate first aid kits, clean and hygienic toilet, proper seating arrangements, well illuminated rooms, etc.
- 1.5. Agency to arrange for seating arrangement for Divyangjan candidates in adherence with statutory provisions and Government of India guidelines.
- 1.6. The Agency shall ensure that the shift timings are finalized after due consideration of the compensatory time of 40 minutes which is to be allotted to PwBD candidates. As such, the shift timings should be finalized considering the examination duration time of 2 hours 40 minutes.
- 1.7. The Agency will preferably deploy regular staff of School/College/Institute Faculty as Centre In-charge as well as Invigilators. There should be adequate no. of invigilators in each room so as to deter any mala-fide activity/ malpractices and to ensure smooth and efficient conduct of exam.

- 1.8. The Agency shall intimate NFL the post wise test date/s, test city, name & address of the test centres, shift-wise no. of candidates allotted in each centre within the period specified in the timeline.
- 1.9. Submission of centre-wise list of all candidates who have been issued Call Letters/ Admit Cards for appearing for the offline OMR based test to NFL as per specified format.
- 1.10. The centre should have the facility / provisions of live CCTV recording of the entire examination premises including entry and exit points of the centre for the entire duration of the exam and all the candidates should be clearly visible while appearing in the exam.
- 1.11. The Agency shall also ensure room-wise display of roll nos. of candidates at the main gate / entrance of each test centre (venue) and any other locations as deemed fit so as to ensure smooth assess of candidates to the allocated rooms. The roll nos. should also be displayed inside each room and also on the seating desks.
- 1.12. Agency shall be responsible to inform local Police Station under which test centre falls for safe and secure conduct of examination and to prevent any untoward incident during the test. Any assistance required from NFL in this regard shall be provided. All requisite permissions including statutory clearances, authorisations required should be done by the Agency.

E. Online issuance of admit cards:

- 1.1. Processing of all applications for database creation of the candidates including photograph, signature and addresses of the candidate from the applications for the purpose of admit cards. This activity should also include Master database Creation including editing of data.
- 1.2. Intimation to the candidates through SMS as well as Email regarding test city and test date within the period specified in the Timeline.
- 1.3. Generation of Roll-Numbers to eligible candidates **through randomization**, and issue of Admit cards as per NFL's format with the printing option through website as well as through respective email to the candidate.
- 1.4. Intimation to the candidates through SMS as well as Email and provision for downloading Admit Cards for Online Test by candidate from portal within the period specified in the Timeline. The content of the message to be sent to candidates through SMS as well as Email will be shared with NFL before issuance. Notice shall also be displayed in this regard on the portal.
- 1.5. A verifiable audit trail of all activities undertaken shall be maintained by the agency which may be inspected by the NFL anytime.
- 1.6. The duration of Written Test for PwBD candidates who have opted for compensatory time while submission of application form shall be provided Compensatory Time of 40 minutes and the same should be specifically mentioned in the Admit Card of PwBD candidates.
- 1.7. The reporting time for candidates shall be finalized considering the activities to be conducted at the exam center prior to the commencement of exam (Candidate Identification check, Frisking, Biometric Data Capture/ registration).

F. Arrangement for Biometrics Information

- 1.1. At each of the examination centre, the Agency should arrange, test and set up adequate biometric devices and web cameras to capture 'digital photograph' and 'thumb impression' for all candidates before commencement of exam.
- 1.2. Agency shall download candidates' data including photograph submitted by the candidate in the application from centralized database to biometric devices. For each candidate, the Agency will enter candidate details into device and verify the candidate physically with photograph displayed on the device.
- 1.3. On successful verification of the candidate's identity, digital photograph shall be captured on the biometric device. This information must be transferred to NFL as "PDF file" and as "digital data" within the period specified in the Timeline.
- 1.4. The biometric data of the candidates will also be verified/ reconciled/ matched with the physically present candidates in subsequent stages of the examination i.e. during the skill tests/ interviews. As such, the Agency has to ensure precise clarity and timely transfer of biometric data.
- 1.5. Biometric information collected by the Agency has to be erased/ removed from the Agency's system / storage after a completion of the Defect Liability Period and a certificate to this effect will be furnished to NFL.
- 1.6. The Agency shall commence biometric registration well in advance so as to adhere to the exam schedule timings. The reporting time for candidates should accordingly be finalized by the Agency.

G. The seating arrangement at the Examination Hall shall be such that the candidates in adjacent seats do not get Question Papers of same series. Question papers shall be distributed in such a manner that adjacent candidates will have question papers with different order of questions. Further, proper seating arrangement in exam hall shall be ensured by the Agency so as to eliminate chances of any malpractices/ copying.

II. EXAMINATION PHASE

<u>Brief Description:</u>
Seat allotment is to be displayed at test venue.
All SOPs / Govt. guidelines, including COVID related are to be followed at the time of examination.
Biometric data capturing of candidates and provision for comprehensive CCTV surveillance at entrance, Exam rooms.
Providing of carbonless OMR answer sheets in triplicate (one copy for NFL and one copy for candidate, Original to be retained by the Agency for evaluation).
After exam, the Agency shall provide the centre wise, shift-wise and post-wise scanned copy of the attendance sheet and Admit Cards collected from each candidate to NFL in the PDF format. The hard copy of the same shall be retained by the Agency for a period of 2 years from the date of declaration of final results.
Further, a copy of the post-wise admit card in respect of candidates shortlisted for interviews and skill tests shall be submitted in sealed envelope to NFL within the period specified in the Timeline.

- 1. Agency_would conduct centre preparedness exercise at the centre well in advance and ensure /check the following:
 - a. Supply of examination centre management kits

- b. Centre wise List of candidates with roll number.
 - c. Seating plan
 - d. The Attendance Sheets should be printed room-wise, with roll number, colour photograph and signatures of candidates, having adequate space for signatures of candidates and Invigilator. The Agency shall ensure usage of good quality white paper with adequate thickness and the contents on the paper should be legibly printed in accordance with the best professional standards of the industry.
 - e. Supply of various Report Forms which are to be filled by the centre in-charge.
 - f. Supply of tamper & water proof packing material for the packing of Attendance sheets and other materials for easy handling and administration.
2. Seat allotment to be displayed at test venue. The Agency shall also ensure room-wise display of roll nos. of candidates at the main gate / entrance of each test centre (venue) and any other locations as deemed fit so as to ensure smooth access of candidates to the allocated rooms.
 3. The roll nos. should also be written/ displayed inside each room and also on the individual desks as per seating plan
 4. The Agency should ensure the timely start and end of exam at all the centres as per the schedule.
 5. Agency should ensure that seating arrangement for PwBD candidates are done as per the applicable statutory provisions and Government of India guidelines. The Agency shall also ensure adherence w.r.t. applicable Covid related protocols/ guidelines as issued from time-to-time.
 6. Agency must ensure that for PwBD candidates who have opted for compensatory time while submission of application forms, the duration of Written Test shall be of 160 minutes (including 40 minutes Compensatory Time). Statutory guidelines' regarding allowing / extending services of scribes to such candidates has to be ensured.
 7. When a candidate enters the examination venue, the following activities shall be ensured:
 - a) The Agency should verify the identity of candidates based on the admit card and identity proof at the examination centre entrance gate.
 - b) Body frisking (separately for male and female candidates by males & females staff respectively) – The Agency shall deploy adequate devices and staff to ensure timely and efficient frisking of candidates.
 - c) Capture of prescribed biometric details of all candidates. The Agency shall deploy adequate staff and devices for Biometric capturing to ensure prompt and efficient processing.
 - d) The Agency shall start above activities well in advance so as to ensure that the candidates reach their designated seat at least 30 minutes before the scheduled time for commencement of examination. The above aspects must be considered while allotting Reporting time (on the admit cards) to the candidates.
 8. The ergonomics of the seats (benches or chairs) should be suitable for an adult.
 9. The sealed packets of OMR Answer Sheets and Question Booklets must be delivered at the test venue well in time so as to ensure timely start of test. At least one representative of Agency should be present at each venue during the period of test.
 10. The OMR Answer Sheets and Question Booklets should be packed properly for hassle-free and timely distribution to the candidates.
-

11. If cases of fraud like impersonation etc., coming to light, the Agency shall take appropriate action at their end. In case, police complaint/ FIR are lodged, a copy of the same is to be forwarded to NFL.
12. The signature of the candidate on the Admit Card as well as Attendance sheet should be obtained by the Invigilator in his presence.
13. The Admit Card should be collected from candidates.
14. The left out Question Booklets and OMR Answer Sheets from the examination halls should be collected back after commencement of the examination by the Venue Coordinator from the Invigilators and to be handed over to the Agency. The Agency shall be responsible for their safe and secured custody.
15. Question Booklets will be collected back from the candidates after the test.
16. The Agency shall retrieve back exam material, both used and unused, directly from the exam centres.
17. The Agency shall arrange for packing and sealing of both used and unused exam material, separately at exam centre.
18. The Agency shall retain the centre-wise, shift-wise and post-wise Admit Cards collected from each candidate for a period of 2 years from the date of declaration of results. Further, a copy of the post-wise admit card in respect of candidates shortlisted for interviews and skill tests shall be submitted in sealed envelope to NFL within the period specified in the Timeline. The Agency shall provide carbonless OMR answer sheets in triplicate to the candidates. Immediately after the completion of exam, the Agency shall provide a copy each of OMR answer sheet to NFL and candidate. The original OMR answer sheet shall be retained by the Agency for evaluation.
19. The agency shall submit detailed report of written test in respect of all the test venues including absentee report within time period as specified in the timeline. (A summary of total candidates issued call letters, appeared, and abstained centre-wise, post-wise along with centre-wise report on overall conduct of examination with specific mention of any deviation / untoward incident/event shall be provided).
20. Question Booklets of each set along with answer key should be provided to NFL within time period as specified in the timeline.
21. Adequate nos. of CCTV camera are to be installed in such a manner that they cover faces of all candidates with continuous recording of the examination process at each exam centre.

POST-EXAMINATION PHASE

<u>Brief Description:</u>
Processing of OMR answer sheets scanning, evaluation, objection resolution and preparation of Result.
Furnishing the recorded biometric data of the candidates and verification data at later stages of recruitment process, as and when required.
Submission of requisite reports in prescribed formats.

(A) Processing of OMR answer sheets:

1. The agency will scan all the OMR answer sheets on two different scanners and these will be kept separately. The two-scanned data will be compared and in case any discrepancy occurs for any answer sheet, it will be checked manually and edited. The edited/modified data will be made available to the NFL.
2. All answer sheets shall be scanned completely in good quality so that colour PDF image may be generated and stored in a soft copy.
3. A soft copy of all complete answer sheets combined on the basis of unique serial number on OMR sheet shall be provided to NFL.
4. The scanning activity is expected to be completed within time period as specified in the timeline.
5. After scanning, the answer sheets shall be preserved by the Agency for two years after the date of declaration of the final results, duly packed with their scan number and a soft and hard copy for matching of scanned numbers and answer sheet's unique serial number for storage and retrieval, whenever required.
6. A summary report indicating the total no. of call letters issued, details regarding candidates appeared, absent and evaluated shall be provided by the Agency to NFL. This report shall be prepared in the prescribed proforma to be provided by NFL. The centre-wise, post-wise details as mentioned above shall be duly signed and stamped on each page and submitted within time period as specified in the timeline.
7. Processing of data captured on scanning of both parts, matching of data of OMR answer sheet of the candidate, after applying all check to ensure flawless capture of information, will be ensured. The generated database must include details entered in the answer sheets completely with 100% accuracy.
8. Manual data entry stamp will be done only with prior permission of NFL stating in writing, reasons for the same, wherever required, to ensure that all fields are entered correctly.

(B) Objection Resolution and Evaluation

1. The Agency shall upload the question papers (all 4 sets) and answer key of all the series within time period as specified in the timeline for display of individual candidates and invite objections, if any, within the period specified in the Timeline.
2. The 'Objection/ Challenge window' shall remain open for the period as specified in the timeline. The Agency shall design a 'challenge/ objection window' with provision for 'online payment' towards objection/ challenge fee so that candidates can file challenge/ objection in respect of the question/s and/ or answer key/s. Candidates are required to submit objection regarding the validity/ correctness of any of the question/s or answer/s supported with authentic proofs for each question separately. The challenges/ objections would be lodged only within the period specified in the Timeline.
3. An interface shall be provided for the candidates to assist them during entire process. The candidate should have access only to the questions and answers related to the post applied for. Further, no candidate should be allowed to view data of another candidate.

4. The candidate shall be required to deposit in NFL's bank account an amount of Rs.200/- each for every question/ answer objected/ challenged. The amount so deposited shall be refunded ONLY to those candidate/s in case the challenge/ objection raised by them are found to be valid/ correct.
5. The Selected Bidder shall resolve all the objection/ challenges received within the period specified in the Timeline and submit all such objections/ challenges raised through challenge/ objection window along with the resolution details to NFL for information and record.
6. The Agency shall submit the details of each objection raised post-wise (content, name & post code of the candidate raising the objection) and whether the same was valid or not. Besides this, the Agency shall also provide total no. of objections received post-wise along with the total no. of valid objections. The compiled report in this behalf shall be submitted by the Agency within time period as specified in the timeline. Based on the details received from the Agency, NFL shall release payment towards refund/ reimbursement of 'Challenge/ Objection fee' to candidates against each valid objection.
7. The Agency shall constitute an 'Expert Committee' for each discipline. Before evaluation, the Agency will obtain the model answer key in respect of the question paper for each post from the expert committee. The same will be compared with the answer keys provided by the question paper setter. In case of difference in answer key between question setter and expert committee, the decision of the Expert Committee shall be final.
8. After resolution of all the objections the final answer key for all series of Question Papers for each post will be uploaded. The Agency should also provide response sheet to candidates in the form of evaluated scanned OMR sheet, with number of correct and wrong answer.

(C) Generation of Result

1. The final result for examination will be prepared as per instructions of NFL and the Agency will have to provide result to NFL (both in Soft and Hard Copy).
 2. It shall be ensured that-
 - All answer sheets are evaluated electronically.
 - Processing for accurate results by way of software on the basis of the answer keys.
 - Ensuring integrity of data and total data security during and after the recruitment process.
 3. In case examination takes place in multiple shifts, a normalization formula will be applied on the raw scores for arriving at the final scores of the candidates. The Agency shall provide 'normalization' formula well in advance before conduct of exam.
 4. Agency will provide the final scores of the candidates within time period as specified in the timeline.
 5. After evaluation, Question Papers, OMR answer sheet, admit cards, attendance, reports and all related records/ documents shall be retained centre-wise & shift-wise by Agency for minimum 02 years after declaration of final result and shall be provided to NFL when desired by NFL.
 6. Confidentiality of documents must be maintained by the Agency. All deliverables mentioned in above paragraphs shall be ensured in consultation with NFL. The Agency would, at all times, conduct the activities with utmost integrity which includes maintaining integrity in all the processes before, during and after the examination.
-

7. Any error in preparation of result shall attract penalty as per terms of NIT/Contract.
8. Preparation of result and handover the same to NFL in soft as well as hard copy duly signed and stamped. Also the desired reports in the requisite formats shall be duly compiled and submitted by the Agency.
9. The database shall be handed over to NFL in two copies in external drives of appropriate capacity within the period specified in the Timeline. The database shall be in open server architecture and should be fully searchable. An interface for searching the database on all fields shall be provided which will display information in a format required by NFL. The complete database of candidates should be provided in such a way that it can be ported and converted into Service Records.
10. The recruitment process for selection of candidates after declaration and submission of results by agency will be done by NFL.
11. A verifiable audit trail of all activities undertaken shall be maintained/ retained by the agency for minimum period of 02 years after declaration of final result.

GENERAL

- i. To handle the entire above-mentioned operation with utmost confidentiality and secrecy in a professional manner maintaining highest professional standards.
- ii. To ensure and expedite all the above activities in consultation with NFL.
- iii. To retain the exam related records for a period of minimum two years from the date of the declaration of final result to provide any data/information/report/clarification sought by NFL.
- iv. All related & customized MIS/Reports as desired by NFL shall be provided by the agency/organization.
- v. Any other addition/modification in the above scope of work at any point of time even after the engagement of the concerned Agency/Organization shall have to be acceptable and incorporated.
- vi. Anything not mentioned or included in above terms and conditions yet crucial to the arrangement of respective examinations/tests, shall invariably notwithstanding form a part of the standard inclusions by the Bidder, which may be informed subsequently even after the award of work to the respective bidder and the bidding agencies to have an open acceptability of any such situation.
- vii. The Agency is expected to draw the examination plan and design the examination processes as follows:
 - Complete Security management processes: -
 - Physical Security
 - Information Security
 - Server / Network Security
 - Candidate handling process:-
 - Mapping of candidates' details with Exam Centres
 - Bulk/individualized SMS
 - Bulk/individualized emails
 - Any other processes related to conduct of Examination.

BID EVALUATION CRITERIA

- 1) The Tenderers have to quote the 'Per candidate' rate for providing 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL' as per terms and conditions of the NIT.
 - 2) For the purpose of award of contract and determining the L-1 bidder, the 'per candidate' charges as quoted by the Tenderer in the Schedule of Rates/ Financial Bid shall be considered as the quoted price for 'per candidate'.
 - 3) The contract shall be awarded on Composite L - 1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one/ more items due to which they become L-1, NFL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
 - 4) If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
 - 5) Tenderers are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Rates. If it is found that the Tenderer has quoted his rates against a particular item(s) by changing the "UNIT", then such quoted rates of the Tenderer with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s) and the tender shall be evaluated as Para 4 above.
 - 6) The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website/ GeM Portal, In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However, where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.
 - 7) If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
 - 8) The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:
 - i. When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
 - ii. When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - iii. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.
 - 9) NFL may, at its discretion, ask the bidders for a clarification of its bid.
-

- 10) Bids which are incomplete, conditional and/or which are not in line with the terms and conditions of tender documents are liable to be rejected.
- 11) In case there is a tie in the rates quoted by two or more bidder; preference would be given to the party which is incorporated earlier. In case of same date of incorporation, the party having higher average turnover during F.Y. 2022-23 will be considered for award of job.

GENERAL TERMS & CONDITIONS (GTC/GTCC)

Submission of Tender by a Tenderer implies that he has read the NIT, instructions, all other Contract Documents and has made himself aware of the scope and specifications of the works to be performed, local conditions and other factors having a bearing on the execution of the works under the Contract. The tenderer shall bear all costs associated with the preparation and submission of the bid, and NFL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Tenderer shall sign on every page of the Tender Document in token of acceptance of NFL's conditions and for the purpose of identification and submit the same alongwith the bid.

1. PAYMENT OF TAXES AND DUTIES

1.1 The rates to be quoted by the tenderer should be inclusive of all applicable taxes, duties, levies, GST, etc. Statutory deductions on account of Income Tax at source, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's bills/ payments for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.

1.2 The Total Contract Value shall be inclusive of all applicable taxes, duties, levies, GST, etc.

a) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NFL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposit of applicable GST to the concerned authority.

b) NFL shall pay GST as per provisions of GST Act. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials to be used in execution of contract as the same shall be set off in the form of input tax credit against GST.

c) Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of milestones as mentioned at Clause 12 and 17 of Special Terms and Condition of Contract. In case of any difference between the taxable/assessable value / or tax charged in the tax invoice is found the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act.

d) In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL.

1.3 Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.

1.4 Nature of Contract and Applicable GST Rates: Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time.

- 1.5 As per GST, the liability towards payment of GST lies with the service provider, so NFL is not responsible for any non-compliance of the GST Law by the tenderer. However, in case of services notified for liability of payment of GST, under Reverse Charge Mechanism, on the part of service receiver, the Company (NFL) shall comply with the same as the service receiver.
- 1.6 The rates quoted by the tenderer will be firm for the currency of the contract period including extension if any and will not be subjected to escalation irrespective of any increase what so ever; except in case of change in no. of candidates who have been issued admit cards.

2. EMD

- a) The Tenderer should make a deposit of Rs.1,00,000/- as Earnest Money by an A/C Payee Demand Draft, drawn on any Scheduled/ Nationalized Bank except Rural or Co-Operative Bank in favour of "National Fertilizers Limited" payable at New Delhi.

The EMD can also be transferred in our account as per details: Name:- National Fertilizers Limited, Bank Name : State Bank of India, Account No.10297944831, IFSC Code: SBIN0017313, Branch Address: Corporate Accounts Group Branch, 4th & 5th Floor, Red Fort Capital, Parsavnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001, at the time of submission of Tender. The Earnest Money shall not be accepted in any other form except specified.

- b) Tenders received without requisite EMD shall be summarily rejected. However, only MSMEs registered with NSIC under single Point Registration Scheme will be exempted from EMD submission, if necessary documents and a letter requesting us to exempt it from EMD submission are submitted by the party along with technical bid.
- c) The EMD shall be forfeited and appropriated by NFL in regard to the NIT without prejudice to any other right or remedy to NFL under the following conditions:
- i. If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
 - ii. If the bid is varied or modified in a manner not acceptable to the NFL during the validity or agreed extension validity period duly agreed by the bidder.
 - iii. In the case of a successful Bidder, if the bidder fails to commence the work awarded to him or sign the Contract agreement in accordance terms of Contract.
 - iv. In the case of a successful Bidder, if the successful bidder fails to furnish Security Deposit /Performance Guarantee in accordance terms of Contract.
 - v. If the bidder is delisted/debarred or blacklisted by NFL.

The failed Contractor/tenderer, for the reasons as stated above shall be debarred from participating in the re-tender for that work.

3. Bid Validity:

The bid should be kept valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of tender/Technical Bid. A bid valid for shorter period may be rejected by NFL as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the NFL may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made as per GeM guidelines. In the event of NFL seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

A Bidder agreeing to the request of NFL seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly.

4. The following tenders will be liable to be rejected:
 - i. Tenders submitted by Tenderer who resort to canvassing.
 - ii. Tenders, which do not fulfil any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - iii. The Tender, which contain uncalled for remarks or any alternative/ additional conditions.
5. NFL reserves the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all OR any of the Tender without assigning any reasons.
6. If the tenderer has relations whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which NFL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
7. The contractor may employ such employees as he may think fit and the employees so employed should be employees of contractor for all purposes whatsoever and shall not be deemed to be in the employment of NFL for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, NFL is held responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid rules, regulations and laws or held liable or responsible to the employees of the contractor in respect of any matter whatsoever and called upon to make payments on that account, NFL shall be reimbursed by the contractor for the same as also any other expenses costs and charges incurred by NFL in any proceeding or litigation arising out of any claim, demand or act on the part of the employees of the contractor, NFL shall be entitled to claim, demand or compensation from the contractor in that event. NFL shall also be entitled to recover the aforesaid amount from the Contractor that may become due and payable to Contractor.
8. Interested tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
9. The Contractor shall be liable to the NFL for any omission or Commission on his part or on the part of his employees thereby causing any loss, damage or inconvenience to the company.
10. The decision of NFL in regard to all matters relating to the Tender and for determine the category of work with reference to an item/action not mentioned in scope of work shall be final.
11. **QUANTUM OF JOB:** Estimated values of work have been worked out on technical assessment / on the basis of jobs executed in past / budgetary quote.
12. If the Contractor is unable to execute the work any loss incurred by NFL in this respect, will be, to the Contractor's account. The NFL may also terminate the contract after giving a notice, if in its opinion the work under the contract is not

being done to its satisfaction. NFL will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% to the Contractor.

13. VALIDITY OF THE CONTRACT: The Contract shall remain valid for a period of 1(One) Year from the date of issuance of Work Order.

14. FORCE MAJEURE:-

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

15. NFL shall have power to make any alteration in, omission from, addition to, or substitutions for original instructions which may be considered necessary, during the progress of work and Contractor shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by NFL's Representative. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

16. If the rates for the additional altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specifications in the Work Order for that work.

17. PERFORMANCE SECURITY/ SECURITY DEPOSIT (SD):

- a. The successful bidder / contractor shall deposit SD towards faithful performance of the contract. The Security Deposit together with EMD shall be 10% of the amount which shall be calculated on the basis of number of applications guaranteed in the NIT and the rates quoted/agreed by successful bidder.

- b. However, the successful bidder shall be required to deposit the differential amount of Security Deposit immediately within 15 days after issuance of Admit Cards in case the number of applications received is more than the number of applications guaranteed in the NIT and the contract value is increased.
- c. Security Deposit is required to be deposited in the form of Demand Draft from Scheduled / Nationalized Bank in favour of "National Fertilizers Limited", payable at New Delhi or through electronic transfer (NEFT/RTGS) within 15 days of the issue of the Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. Alternatively the successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract.
- d. The Bank Guarantee should be valid for a period of 21 months (contract period plus defect liability period plus 3 months claims period). The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor/supplier/ tenderer (Format Enclosed).
- e. The Agency shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details: -
 - (i) IFN 76 COV for issuance of bank guarantee
 - (ii) IFN 767 COV for amendment of bank guarantee
 - (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
 - (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN76COV/IFN767COV.
- f. No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and expiry of Defect Liability Period within 30 days on demand.
- g. If the Agency, having been called upon by NFL to furnish Performance Security/ Security Deposit, fails to do so within the specified period, it shall be lawful for NFL at its discretion to annul the award and forfeit the EMD (or enforce Bid Securing Declaration, if that was submitted in lieu of Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- h. If the Agency fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for NFL at its discretion to -
 - i. Treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or
 - ii. without terminating the Contract, recover from the Agency the amount of such security deposit by deducting the amount from the pending bills of the Agency under the contract or any other contract with NFL

- i. If a contract is amended, the Agency shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.
- j. NFL shall be entitled, and it shall be lawful on his part,
 - 1. To deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - i. Any default, failure, or neglect on the part of the Agency in the fulfilment or performance in all respect of this contract or any other contract with NFL or any part thereof
 - ii. For any loss or damage recoverable from the Agency which NFL may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect
 - 2. and in either of the events aforesaid to call upon the Agency to maintain the said performance security at its original limit by making further deposits, provided further that NFL shall be entitled, and it shall be lawful on its part, to recover any such claim from any sum then due or which at any time after that may become due to the Agency for similar reasons.
- k. Subject to the sub-clause above, NFL shall release the performance security without any interest to the Agency on completing all contractual obligations and completion of defect liability period. Alternatively, upon the Agency's submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security/ Security Deposit shall be released mutatis mutandis.
- l. No claim shall lie against NFL regarding interest on cash deposits, Government Securities or depreciation thereof.

18. DEFECT LIABILITY PERIOD / PERIOD OF LIABILITY:

Defect liability period of works shall for 6 months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct and/or rectify any / all discrepancies, shortcomings, defect(s) and/or of the work or any part thereof) and/or in the work performed or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same rectified at the risk & cost of the contractor PLUS 25 % Departmental Charges plus applicable GST thereon, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

19. Completion Certificate/Final Bill: NFL shall normally issue to the contractor the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying that the work has been completed in all respect in accordance with the instructions, specifications of contract documents. The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared in the prescribed Performa with reference to total work covered by the contract. Such bill to be drawn up after applying the applicable rates specified in the schedule of rates. The final bill shall also include all additional claims of the contractor and considered conclusive. The final bill, complete in all respects, shall be submitted by the Contractor within one month of the completion of work. No further claim shall be allowed by NFL after Final bill. Contractor shall also furnish "NO CLAIM CERTIFICATE" in the prescribed Performa along with Final Bill.

20. Final Certificate: Within fifteen days of the contractor's application made after the expiry of the period of defect liability and satisfaction of all liabilities of the contractor in respect thereof, NFL shall issue a 'final certificate' after ascertaining that the contractor has performed his obligations in respect of the defect liability period and until issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by NFL.

21. JURISDICTION:

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent jurisdiction in this behalf at New Delhi and only the said Court shall have jurisdiction to entertain and try such action(s) and / or proceeding (s) to the exclusion of all other Courts.

22. CONCILIATION & ARBITRATION:

i) FOR INDIAN PARTIES

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD/ Functional Directors/ Unit Head), which may be specified as per contract value (Ref: CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration exceed Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two Arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest

on the awarded amount more than the rate of SBI PLR / Base Rate applicable to NFL on date of award of contract.

The Seat and venue of Arbitration shall be at New Delhi.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

ii) **Arbitration for Foreign Vendors /Parties:**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration rules of Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat and venue of Arbitration shall be at New Delhi, India.

The language of the Arbitration shall be English.

This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.

iii) **Arbitration for CPSEs and Government Department:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such disputes or differences shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019/FTS-10937 dated 14.12.2022 and decision of AMRCD on the said dispute will be binding on both the parties.

23. CONTRACTOR TO REMOVE UNSUITABLE EMPLOYEES:

The contractor shall on instruction of NFL immediately remove from the work any person employed thereon who may misbehave or cause any nuisance or otherwise, in the opinion of NFL is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of NFL.

24. SAFETY REGULATION:

The contractor shall be responsible for and must make good to the satisfaction of the NFL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the NFL's existing property.

This will however not relieve the contractor of any statutory obligation. For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be "Absolute liability".

25. CONTRACTOR TO EXECUTE AGREEMENT: The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NFL, the letter of acceptance and Work Order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed value with NFL within 15 days (Fifteen days) of receipt by him of the Work Order. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.

26. PAYMENT FOR PREPARATION OF BID DOCUMENT: The Bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.

27. TERMINATION OF CONTRACT

27.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay NFL may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated after written notice if the Contractor:

- a. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
- b. Abandons the work
- c. Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT.
- d. Persistently fails to adhere to the agreed program of work.
- e. Sublets the work in whole or in part thereof without Company's consent in writing.
- f. Performance is not satisfactory or work is abnormally delayed.
- g. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
- h. Conceals any material information or submits any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.

27.2 CONSEQUENCES OF TERMINATION

If the contract is terminated by NFL for the reasons detailed under Clause No. 27.1 of General Terms and Conditions due to default of the contractor:

- a) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract plus 25% towards administrative cost, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- b) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- c) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- d) All the dues payable to the Contractor for the works executed by him before and up to termination shall only be released after making adjustments for the

expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.

- e) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

28. FORECLOSURE:

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work or to terminate the contract due to any reason including force majeure, regulations or ordinance of any government or for any reasons whatsoever, NFL shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

Such foreclosure will be by 15 (fifteen) days' notice in writing and no claim / compensation shall be payable by the OWNER as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONTRACTOR and acceptable to OWNER up to the date of termination.

29. RIGHTS OF OWNER

A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.

In the event the Contractor fails to fulfil his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency/own resources at the risk and cost of the Contractor.

30. CONTINUED PERFORMANCE

The Contractor shall not stop work in case of any dispute pending before Arbitrator/Court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

31. Intellectual Property Right

The Contractor shall fully indemnify NFL and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent, trademark or design in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his own cost.

32. Contractor's Obligations w.r.t. labour and other applicable compliances:

The contractor shall comply with all applicable Central, State statutes/ labour laws/codes/schemes including all other applicable statutory rules and regulations in force relating to the contract and keep NFL indemnified in respect thereof. The contractor shall, to the extent, CONTRACTOR is liable, to comply with & give all intimation/ notices required under any Government Authority, local bodies instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The

Contractor shall, to the extent that he is liable to pay, indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded. In case of any violations, omissions, commissions, the consequence/s, if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and NFL shall have no liability whatsoever on this account.

33. Signing of "No Claim" Certificate:

The Contractor shall not be entitled to make any claim whatsoever against NFL under or by virtue of or arising out of this contract, nor shall NFL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the NFL in such form as shall be required by NFL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

34. No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either party hereto unless made in writing and approved by both parties.

35. Fraud and Corruption:

The Tenderers, Bidders, Contractors should observe the highest standard of ethics during procurement and execution of Contracts. NFL will reject a proposal for award of Contract if it determines that the Tenderer or the Contractor, recommended for award of Contract, has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question. For the purpose of this provision, the terms are defined under 'Definition of Terms' in this NIT.

36. The contract shall be governed by and construed in accordance with the Laws of India.

37. Integrity Pact:

In case of contract valuing Rs.1 crore and above, the Bidder(s) / Contractor(s) is required to enter into an "Integrity Pact" with the Principal i.e. NFL. The Integrity Pact has to be signed by the Proprietor / Owner/ Partner/ Director or by their duly Authorised Signatory. In case of failure to return the Integrity Pact along with the offer/ bid, duly signed by the authority as mentioned above, will disqualify the offer/ bid. Proforma at Annexure-XII

38. MSME Act: Compliance and Declaration

In case tenderer is registered as Micro, Small or Medium Enterprises under MSMED Act, 2006, please indicate the relevant category in the Offer and also enclose a copy of the valid certificate issued by the concerned authorities. Please also indicate whether the MSMEs owned by SC/ST Entrepreneurs. If yes please attach relevant certificate issued by authorities concerned. However, NFL reserve the right to cancel the order if any and blacklist a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

The job/contract is Non-splitable / non-dividable. MSE quoting nearest price within price band of L1+15% may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 price is from someone other than MSE, considering spirit of Public Procurement Policy for MSEs, Order-2012 for enhancing the Govt. procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever should be entertained by NFL.

Provisions relating to Start-up/Make in India:

- i. Provisions of Public Procurement (Preference to Make in India) Order 2017 notified vide Order No. P-45021/2/2017 BE-II dated 15th June, 2017, further revised vide Order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020 by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) and any subsequent amendments made from time to time shall be applicable.
- ii. NFL reserves the right to relax the norms on prior experience & turnover for start-ups (recognized by DIPP) / Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications as per OM No.F.20/2/2014-PPD (Pt.) dated 25.07.2016 & OM No.F.20/2/2014-PPD (Pt.) dated 20.09.2016 of Ministry of Finance, Department of Expenditure as applicable from time to time.
- iii. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. The selected Agency has to ensure adequate emergency management plans towards any crisis situations/redundancy of servers, additional centre locations and any other exigencies.
 2. Timely execution, accuracy and secrecy are fundamental for this Contract. The successful Bidder should ensure trained proctoring staff, adequate security measures and due diligence w.r.t. processes, infrastructure, data/ documents/ records, servers, networks etc.
 3. The venue/ test centres selected for conduct of test/ exam should be reputed and well connected with public transport and located at feasible distance from the nearest bus stand/railway station/metro station.
 4. The Selected Bidder must be able to conduct OMR based examination in multidisciplinary / multiple subjects in Hindi and English language;
 5. The contract shall be on "End to End solution basis" and the Selected Bidder should have all relevant facilities and logistics available to execute the work as detailed in Scope of Work.
 6. The bidder should be able to support the entire web-based solution on a 24 x 7 basis with a minimum possible response time. Bidder shall provide an experienced team, exclusively deployed as one-point contact to liaise with NFL.
 7. **Performance of duties and services by Agency**
 - a. Agency shall perform its Services in accordance with the terms and conditions of the Contract and all applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said work.
 - b. Agency shall in all professional matters act as a faithful advisor to NFL and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.
 - c. Agency shall carry out all its responsibilities in accordance with the best professional standards of the industry.
 - d. The Agency has to provide project handholding on need base and on dates advised by NFL.
 8. **Agency's Representative**
 - a. Agency shall nominate a Representative who will be responsible for executing this contract and shall be the contact person between NFL and Agency for the performance of the Contract till successful completion. This nomination shall be done within five (5) days after the coming into force of the Contract. In extreme case, Agency's Representative can be replaced with NFL's consent.
 - b. NFL shall be at liberty to object to any nomination and can advise Agency to remove their representative in case of violation of terms and conditions of NIT / Contract. Agency shall replace immediately such person by competent substitute at no extra cost to NFL.
 - c. Agency's Representative shall be entitled through a written delegation of authority to act on behalf of Agency with respect to any decisions to be made under the Contract.
-

9. **Priority of works:** NFL reserves the right to fix up priorities which will be conveyed by NFL and the Agency shall plan and execute work accordingly.

10. **Insurance of the Agency's Personnel:** Insurance of the Agency's Personnel shall be the responsibility of the Agency.

11. **TIMELINE/ TIME SCHEDULE OF COMPLETION OF WORK:-**

The successful bidder will complete the entire examination process as per the timeline given below:-

Sr. No.	Major Activity	Tentative Timeline
1	Issuance of the Work Order.	T
2	Designing & Developing of Portal for online receipt of applications, linking of Payment Gateway with online application portal and Certification.	T+ 10
3	Testing of Portal by NFL.	T+ 20
4	Release of advertisement in newspaper, web hosting of Online Application Portal and activation of link of Online Application portal on NFL's website for Candidates for 30 days.	T+ 25
5	Closing of online application portal.	T+ 55
6	Opening of Correction/ Edit Window for 2 days for correction in application form.	T+ 57
7	Closing of Correction/ Edit Window.	T+58
8	Submissions of Candidates database to NFL in excel format and report in prescribed format regarding no. of applications received. Submission of a sample set of question paper for each post to NFL.	T+62
9	Reconciliation of fee receipts and submission of Fee report in prescribed format by Agency to NFL.	T+65
10	Finalization & allocation of Test Centres by Agency. The Agency shall provide following details to NFL - the city-wise test centres (venues) indicating the posts, shift-wise allocation of candidates at each centre (venue), date/s and time of test. The dates of examination shall be mutually finalized in consultation with NFL. The Agency shall also provide the formula for 'Normalization' of marks, if applicable before the conduct of exam.	T+ 78
11	Intimation to candidates about date, time & City of Test (excluding the name of test centre allotted) through email and SMS at least 14 days before Exam/ Test.	T+ 82
12	Issue of downloadable e-admit cards for Test 2-3 days before the test. (Intimation to the candidate by e-mail/SMS)	T+93
13	Submission of copy of Application Forms and Admit Cards of all candidates in PDF format (post-wise) by Agency to NFL	T+94
14	Conduct of OMR Based Test	T+96
15	Intimation to candidates through email and SMS about opening of Objection/Challenge window (on the next day after conduct of exam).	T+97
16	Opening of Objection/Challenge window for 3 days for receipt of Objections/ Challenges. Display of post & series wise Question Papers & Answer Keys	T+99
17	Closing of Objection/ Challenge Window	T+101

18	Transfer of Biometric Data/ Information in PDF & Digital format, Centre/Shift/Post wise Attendance Report in the prescribed proforma	T+102
19	Verification/ Redressal of Objections/ Challenges by the Agency and submission of report (Post-wise/ Question Paper Set wise) to NFL with details of challenges/objection raised and the final outcome w.r.t. each objection.	T+112
20	Email, SMS to candidates regarding display of final answer keys and score-card.	T-113
21	Display of post & series wise Final Answer Key & Question Papers and Score Card to candidates for 07 days.	T+114
22	Preparation of result, merit order as per the requirement of NFL and handover of the same to NFL in soft as well as hard copy duly signed and stamped. Final Answer Key, Evaluated Answer sheets of candidates shall also be provided to NFL by the Agency in PDF Format	T+120
23	Handing over the requisite records, documents (Scan copy of Attendance Sheet), data and reports as specified by NFL. A post-wise, centre-wise and shift-wise summary report regarding total no. of candidates who have been issued call letters, appeared, abstained shall be provided. Question Booklets of each set along with answer key shall also be provided.	T+135
24	Handing over the Original Admit Cards (duly signed by the invigilators) of Candidates Shortlisted for Skill Test/ Interview/ empanelment.	T+135

12. Time shall be the essence of the contract. Conduct of the examination as per timeline is the main aspect of the work and performance of the services shall be made by service provider in accordance with the approved time schedule.

13. The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. 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 to the NFL in writing the fact of the delay, its likely duration and its cause(s). NFL will evaluate the situation and in exceptional circumstances and in the interest of work may extend the service provider's time for execution of said item of work, but in no case extension shall be granted having adverse effect on scheduled conduct of examination. Delay on part of the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of Penalty/Liquidated Damages, unless an extension of time is agreed upon.

14. Penalty and Liquidated Damages:

The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. The Agency will be required to execute the activities as mentioned in the Scope of Work within the period specified in the Timeline.

In the event, work is not completed according to the time schedule i.e. the Agency does not meet or fails to adhere to the timelines as specified in the Timeline/ Scope of Work, the Agency shall have to pay Liquidated Damages to NFL at the rate of 1% of the total value of work for the delay of every week or part thereof subject to a ceiling of 10% of the total value of the Contract plus applicable GST thereon.

These Liquidated Damages shall be recovered from the Bills of the Agency of this Contract or from any other dues of the contractor against any other contract, or from any other dues of the contractor lying with NFL.

The following penalty provisions shall also be imposed in case of default on the part of the Agency:

S. no.	Default	Penalty
1	In case of <u>failure to conduct the exams/ non-execution of work and/or showing unwillingness to carry out the work assigned</u>	No payment will be made for the part performance of the Agency and the entire amount payable under the contract besides Performance Security/ Security Deposit shall stand forfeited. NFL shall be at liberty to get it done through any other Agency with full cost recoverable from the Agency who failed to conduct the exams/ execute the contract.
2	In case of delay in registration by the candidates due to login problems, non-availability of software, non-adherence of specifications of server & stand by server	Rs.5000/- per candidate (if any candidate projects such error) subject to a maximum of 10% of the contract value.
3a	Error in Questions/ Answer Options Upto 2%	Rs.10/- per question/answer with error multiplied by the no. of affected candidates (i.e. 10 x total no. of question/answer with error x no. of affected candidates).
3b	Error in Questions/ Answer Options upto 4%	Rs.25/- per question/answer with error multiplied by the no. of affected candidates (i.e. 25 x total no. of question/answer with error x no. of affected candidates).
3c	Error in Questions/ Answer Options upto 10%	Rs.75/- per question/answer with error multiplied by the no. of affected candidates (i.e. 75 x total no. of question/answer with error x no. of affected candidates).
3d	Error in Questions/ Answer Options beyond 10%	Rs.100/- per question/answer with error multiplied by the no. of affected candidates or NFL may direct the Agency to arrange for re-exam for those centres and for those applicants, as directed by NFL within the time frame determined by NFL. No extra payment shall be made on account of conduct of re-test. Liquidated Damages may also be imposed/ effected, if applicable.

4	In case, the Agency failed to send SMS and email to candidates for admit cards, or the start of test is delayed beyond 2 hours, or the material supply to the test centres is inadequate or leakage of question paper or the exam/ test conducted are not to the satisfaction of NFL	The Agency may be directed by NFL to arrange for <u>re-exam at those centres and for those applicants</u> , as directed by NFL within the time frame determined by NFL. No extra payment shall be made on account of conduct of re-test. Penalty @ 1% of the total value of work for the delay per week or part thereof subject to a ceiling of 10% of the total value of the Contract plus applicable GST thereon, as applicable.
5	In case of error in reports/ data or delay in submission of report/ data as specified in the Scope of Work	A penalty @ Rs.15000/- per week or part thereof for each report till the submission of correct report/ data shall be levied subject to a ceiling of 10% of the total value of the Contract plus applicable GST thereon.
6	In case of any lapse or failure on the part of Agency in respect to ensure adherence with the statutory compliances <u>related to PwBD candidates</u> ,	A penalty of Rs.10,000/- per affected candidate + applicable GST shall be levied. Further, if directed by NFL, the Agency may also be required to conduct re-exam for the affected candidates, within the time frame determined by NFL. No extra payment shall be made on account of conduct of re-test and Liquidated Damages may be levied.

In case, work executed in any of the phase (pre-exam, exam, post exam) or part thereof is incorrect / erroneous / incomplete, for which no penalty has been mentioned above, the Agency shall rectify/ correct/complete the activity as required under the NIT/ Work Order and for each such activity a penalty @ Rs.5000/- + applicable GST per week or part thereof multiplied by the total no. of candidates affected shall be levied subject to a ceiling of 10% of the total value of the Contract plus applicable GST thereon till rectification/ correction/ completion of the said activity to the satisfaction of NFL.

In case, the Agency fails to fulfil any other obligations or fails to execute any activity as required under the NIT/ WO for which no penalty has been mentioned above, for each such failure, depending on the implication and ramification of the default, NFL may impose penalty up to 1% of the total value of Contract plus applicable GST for each failure. However, the total penalty imposed for all failures will not be more than 10% of the total value of the Contract plus applicable GST thereon.

For any loss, damage, or financial liability occurring to NFL by way of Court matter, litigation, or under Right To Information Act etc. for any act, irregularity, negligence, omission, commission on the part of the Agency, the Agency shall be accountable for the same and the entire damage or loss, or financial liability shall be borne entirely by the Agency. NFL reserves the right to recover/ adjust those amounts/ costs found recoverable from the amount payable / dues lying with NFL in respect of this contract.

For any such loss, damage, financial liability or costs etc. occurring to NFL due to any act, irregularity, negligence, omission, commission on part of the Agency, NFL reserves the right to recover/ adjust those amounts/ costs found recoverable from any of the other amount/ dues lying with NFL in respect of any other works/ contracts being executed or completed by the Agency for NFL.

15. Commercial Terms & Conditions:

- a. NFL will pay for the actual number of candidates called for test to whom the admit cards have been issued. In case, the number of candidates called for test (to whom admit card have been issued) is less than **75000**, NFL will pay for minimum **75000** candidates as a basic cost at the rate accepted from successful bidder to cover up the cost.
- b. Around **150060** applications are estimated on the basis of total applications received against the advertisements in the previous exams. As such, arrangements for sufficient number of candidates must be made by the agency at each centre in each city.
- c. The contract shall be on "End to End solution basis" and the bidder should have all relevant facilities and logistics available to execute the work. All expenses connected with above scope of work including stationery for all purposes shall be borne by the agency.
- d. Lump sum charges on per candidate basis, called for the OMR based test examination will be quoted in the Price Bid. Any extra conditions imposed by Bidder will not be accepted. The rates are to be quoted by the Tenderer per candidate basis called for the OMR based Test i.e. to no. of candidates to whom admit card has been issued. The rates quoted in the Price / Financial Bid must be inclusive of all charges/Taxes including Goods and Services Tax and no extra charges shall be considered. Goods and Services Tax as applicable shall be reimbursed as per actuals.
- e. The rates should be quoted in Indian Rupees. All prices shall be fixed and shall not be subject to escalation of any description whatsoever during the contract period

- 16.** In case of cancellation of any paper/ session of the examination or the whole examination is cancelled due to Court cases or decision of NFL or any other unavoidable circumstances and due to no fault of Agency, the additional cost incurred by the Agency shall be paid by NFL on actual based on production of the receipts by the Agency.

17. Payment Terms:

- a. No advance payment is permissible. Payment will be released at the following stages:
 - I. 40% of the contract value will be paid on successful conducting of examination as per the scope of work/ STCC.
 - II. 40% of the contract value will be paid on submission of result of exams and all the data/record related to the contract as per the scope of work/ STCC and without any errors.
 - III. Remaining 20% of the contract value will be released after completion of activities related to Post Examination phase (i.e. satisfactory completion all contractual obligations).
- b. Contractor shall submit bill to NFL. Payment shall be released to the contractor after verification of the bill by NFL.
- c. In case of examination spreading over multiple dates, the payment timeline would be counted from the date of last examination.
- d. Payment will be released within 60 days on submission of the bills complete in all respects after making necessary recoveries as per contract.
- e. NFL shall not entertain any claim from the contractor, if the payment gets delayed due to sorting out of the discrepancies, if any, in the bill.

- f. The payment shall be released through Electronic Funds Transfer (EFT) / RTGS Process. For this purpose, contractor shall submit his bank particulars, i.e. Contractor's Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of Branch, Branch Code, IFSC Code, etc. to enable NFL to release payment accordingly. All bank charges will be to contractor's account.
- g. Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill complete in all respect. Payment of security deposit deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within a period applicable as per MSMED Act or payment terms as per NIT/WO, whichever is earlier.
- h. NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, applicable Cess from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- i. The contractor shall furnish along with each bill a certificate that he has complied with all applicable statutory provisions/ guidelines as issued and applicable from time to time.
- j. Bill should be signed by a person holding Power Of Attorney or Authorized Representative of contractor.
- k. In addition to above terms, payment of final bill will be made subject to an undertaking by the Contractor stating that in case any dispute arises on account of deployment of manpower/labour, any omission/ commission of any action during the conduct of the contract, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.
- l. GoI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No. : 8090051171

E-mail Id: prajay.shukla@rxil.in

Bidder upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO/Contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

DEFINITIONS OF TERMS

In the contract documents herein defined where the context so admits, the following words and expression will have the meanings assigned to them respectively:

1. "The OWNER or NFL" means the NATIONAL FERTILIZERS LTD., incorporated in India, having its registered office at SCOPE COMPLEX, Core No-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and Corporate Office at A-11, Sector-24, Noida, Gautam Budh Nagar (U.P.)- 201301
2. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
3. "The Bidder" (including the terms "tenderer", "contractor", agency or "service provider") in certain context means any eligible person, firm or company participating in the tendering process.
4. "Notice Inviting Tenders(NIT)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the owner, which informs the potential bidders that it intends to procure goods, services and/ or works.
5. The "WORK" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
6. The "TENDER DOCUMENTS" shall consist of NIT alongwith the covering letter and Annexures to NIT including Scope of Work, General Conditions of Contract, Special Conditions of Contract, Time Schedule Tender Form, Performa or Agreement Form, Bid Evaluation Criteria, Schedule of Rates, and Addendum/Addenda to Tender Documents and includes Annexures to NIT.
7. "THE CONTRACTOR" means any person or persons or firm or agency or company whose Tender has been accepted by NFL with the concurrence of the Owner, and the legal personal representatives, successors and permitted assigns of such person, persons firm or company. Contractor includes "Service Provider", or "Agency" or "Consultant" also.
8. The "CONTRACT" shall mean the Agreement between NFL and the Contractor for the execution of the works including therein all contract documents.
9. The "SPECIFICATIONS" shall mean the various Technical specifications attached and referred to in the Tender documents. It shall also include the latest addition of relevant Indian Standard Specifications published before entering into contract.
10. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender documents as defined in Clause 6, 7 & 8 above, Acceptance of Tender and further amendments.
11. The "ALTERATION ORDER" means an order given in writing by the NFL to affect additions to or deletion from and alterations in the works.
12. The "COMPLETION CERTIFICATE" shall mean the Certificate to be issued by NFL when the works have been completed to its satisfaction.
13. The "FINAL CERTIFICATE" in relation to work means the Certificate issued by the Owner after the period of liability is over.

14. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects/discrepancies/ shortcomings that may appear in the works.
15. "ZERO DATE" shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, whichever is earlier.
16. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
17. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
18. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, no competitive levels;
19. "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.
20. "GTC/GTCC" means General Terms & Conditions of Contract. "STC" shall mean Special Terms and Conditions of the contract.
21. Technical Terms and Conditions & Special Terms and conditions are succeeding to GTC. In case of any discrepancy or inconsistency between technical terms and conditions, special terms and conditions and general terms and conditions, the following order of preference shall be followed:
 - a) Scope of Work /Technical Terms and Conditions
 - b) Special Terms and Conditions
 - c) General Terms and Conditions (GTC/GTCC)

This document shall form part of the Contract and shall be signed and stamped by the Tenderer on each page

DECLARARTION FORM-I

Ref. No:

Dated :

To,
Executive Director (HR),
National Fertilizers Ltd.
Corporate Office, NOIDA

Sub: Tender No. NFL/CO/HR/RECT/2023/ dated for 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL'

Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of " _____ " work at the rates quoted in the attached Financial Bid/ Schedule of Rates and in accordance with the specifications, standards and instructions in writing of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS / EFT from your Bank. Details of my/our Bank A/c. are as under:

Bank A/c No.

Type Account (Current A/c or Saving A/c)

Name of the Bank

Address of the Bank & Branch

Branch Code:

IFSC Code

In case of acceptance of the tender by National Fertilizers Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with National Fertilizers Limited, Corporate Office, NOIDA.

Thanking you

Yours faithfully

For M/s _____
(Signature of Tenderer with SEAL)

Address: _____

DECLARATION FORM-II

The following declaration to be signed by Tenderer / Contractor and to be submitted along with required documents which would be duly self- certified:

S. No.	DESCRIPTION							
1	Name of the Firm							
2	Address of the Firm							
3	Type of Firm to be specified: Public Limited/ Govt./PSU/Autonomous Private Limited Private Society/ Trust Partnership Sole Proprietorship/ Single Person Co.	Documentary proof of Registration thereof is enclosed in Bid Document at page ...						
4	Power of Attorney/authorization for submission of tender document, as applicable Submitted	Yes / No Documentary proof of Registration thereof is enclosed in Bid Document at page ...						
5	Contact Details: a) Name of the Person/s: b) Mobile / Landline Number: c) Email:							
6	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	YES / NO(If Yes, give the following details)						
		<table border="1"> <thead> <tr> <th>Name & Design. of the Employee</th> <th>Place of Posting</th> <th>Relation with the Employee</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name & Design. of the Employee	Place of Posting	Relation with the Employee			
Name & Design. of the Employee		Place of Posting	Relation with the Employee					
7	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.	Documentary proof of Registration thereof is enclosed in Bid Document at page ...						
8	PAN No. (Permanent Account Number) of the firm / company issued by Income Tax Dept. along with Documentary Proof thereof.	Documentary proof of Registration thereof is enclosed in Bid Document at page ...						
9	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.	Documentary proof of Registration thereof is enclosed in Bid Document at page ...						
10	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.	Documentary proof of Registration thereof is enclosed in Bid Document at page ...						
11	MSME Registration: If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	Yes / No (If Yes, a Self-certified copy of registration certificate to be submitted) Mention the category i.e. Micro/Small/Medium Documentary proof of Registration thereof is enclosed in Bid Document at page ...						
12	In house scanning capability for OMR Sheet (Self-Certified declaration submitted.)	Yes / No Documentary proof of Registration thereof is enclosed in Bid Document at page ...						

13	CERT-in certification application data security, CMMi Level 3/4/5, ISO 9001, ISO 27001 Certification as per GOI guidelines. Photocopy (Self certified) of the registration certificate submitted.	Documentary proof of Certification thereof is enclosed in Bid Document at page ... Certification should remain valid atleast till last date of bid submission and should be remain valid throughout contract period
14	Tender Fee Bank Name: DD Number and Date/ Online transfer details:	Not Applicable
15	EMD Bank Name DD Number and Date/ Online transfer details	

Note: Please attach separate sheets for the details, wherever necessary.

Place: _____

Dated: _____

Signature of the Tenderer with SEAL

DECLARATION FORM-III

To,
Executive Director (HR),
National Fertilizers Ltd.
Corporate Office, NOIDA

Sub: Tender No. _____ dated for 'End to End Solution for receipt of on-line applications and conducting of Offline OMR Based Test for recruitments in NFL'

Dear Sir,

1	<p><u>UNDERTAKING</u></p> <p>a) I/We hereby confirm that Commercial Bid i.e. Financial/ Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional.</p> <p>b) All the pages of NIT including Scope of Work, STC and GTC issued to us have been signed for its validity in token of its acceptance by us.</p> <p>c) It is confirmed that all the columns in the Financial/ Price Bid have been duly filled.</p> <p>d) I/We agree to evaluation of Financial/ Price Bid and loading of GST under the terms of the NIT.</p>
2	<p><u>ACCEPTANCE OF TENDER CONDITIONS</u></p> <p>I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C, S.T.C. & NIT without any reservation and shall abide by the same.</p>
3	<p><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></p> <p>With reference to your NIT No. _____ dated _____ and the tender documents displayed on your web site/ GeM portal, we hereby submit our tender for the subject work.</p>
4	<p><u>Labour License(If applicable)</u></p> <p>The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to NFL, ----- before start of execution of contract work. Accordingly we hereby give undertaking that:</p> <p>"As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of _____ from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, ----- before start of execution of contract work".</p>

5	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name
6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides any other action including banning as per rules of NFL
7	I/we also understand that if the certificates/ credentials/records submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning as per rules of NFL.

Thanking you

Yours faithfully
For & on behalf of Tenderer/Contractor

Signature of the Tenderer with SEAL

Place: _____

Dated: _____

Annexure-IV

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

AFFIDAVIT

With reference to NIT No. _____
Dt. _____ of National Fertilizers Ltd., Corporate Office, NOIDA for the work of _____, I, _____ S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm on behalf of M/s _____ as under :

- i) That my / our firm / sister concern/their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iii) That information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

VERIFICATION

It is certified that the above contents / facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____

Details of 'SIMILAR WORK' executed

Annexure-V

S. No.	Name of the work & location	Name of Organization who awarded work	Contract Value in Rs.	Total no. of candidates issued Admit Card	Total no. of days and shifts per day for written test completion	Date of commencement as per contract	Stipulated date of completion	Actual date of Completion	Name, Designation and official address of work location with contact details of Officer to whom reference may be made	No. of examination centre, examination city and states in which centre were located	No. of examination centre for one shift	Litigation / Arbitration pending in progress with details	Amount of compensation/ penalty levied for delayed completion or any other damages, if any
1	2	3	4	5	6	7	8	9	11	12	13	14	15
1													
	Record/ document detail enclosed												
	Enclosed at Page no. in Bid document												
2													
	Record/ document detail enclosed												
	Enclosed at Page no. in Bid document												

(Signature of Bidder with Seal)

For each individual work / entry in the above table, Performance Report/ Assessment report, Completion Certificate issued by the Organization mentioned at s.no.3 above must be enclosed with the bid document.

Performance Report of 'Similar Works'

Kindly provide the information for each work completed from the Organization for whom the work was executed:

1	Name of the Work and project / location	
2	Name of the Organization who awarded the work	
	Address	
	Contact Person	
	Designation	
	Mobile No./ Landline No.	
	Email Id	
3	Date of Award of contract/ work	
4	Contract value as per Work Order	
5	Date of Start	
6	Stipulated date of completion	
7	Actual date of completion	
8	Total no. of candidates who were issued Admit cards	
9	Actual payment made towards contract/ work	
10	Amount of compensation / penalty levied for delayed completion or any other damages, if any	
11	Litigation/ Arbitration pending in progress with details	
12	Performance/ Assessment	
	Quality of Work – Excellent/ Very Good/ Good Fair	
	Resourcefulness – Excellent/ Very Good/ Good/ Fair	

Dated:

(Signature of Organization who awarded the work with Seal)

Bidders are advised to enclose copies of work order, completion certificate and relevant document in support of the particulars mentioned herein above and at Annexure-V.

Alternatively, the Bidders may enclose the Performance/ Completion Certificate issued by the Organization who awarded the work. However, such certificate should provide the all information as detailed at Annexure VI table above.

Bids received without relevant supporting documentary documents would not be considered for determining eligibility / evaluation.

FINANCIAL BID

'Notice Inviting Tender for Award of contract for-'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL.

		<i>Unit Rate per candidate (in INR) to whom admit card is issued (in figures)</i>	<i>Unit Rate per candidate (in INR) to whom admit card is issued (in words)</i>
	Per candidate charges for providing 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL' as per terms and conditions of the NIT (including applicable GST)	DO NOT USE THIS SHEET TO SUBMIT PRICE BIDS. PLEASE USE ATTACHED EXCEL SHEET TO SUBMIT THE PRICE BIDS.	

Note:

- a) The L-1 party will be determined based on the overall per candidate rate
- b) Quoted prices should be inclusive of all cost/expenses and taxes/duties including applicable Goods and Services Tax.
- c) The offer should be unconditional.
- d) The rates Quoted shall be valid for the entire duration of the process irrespective of the delay due to whatsoever reason.
- e) The Agency must quote rate for each candidate within the provided format.
- f) NFL reserves the right to withdraw activities listed under any of the phases and treat them independently.

I am authorized to submit this Financial Bid on behalf of my Company M/s.

I have read and understood all the clauses, provisions, and Annexures of this NIT no..... dated..... Our Company is eligible to participate in the Tender. All the terms and conditions contained in the Tender Document No.....dated.....are acceptable to us and our Company shall confirm to and abide with all the terms & conditions specified in the NIT.

Signature of Tenderer
Name: _____
Designation _____

With seal of the Organization/ Company

Date: _____
Place: _____

CONTRACT AGREEMENT

THIS CONTRACT made -----on this----- day of-----202... at----- (Place) BETWEEN NATIONAL FERTILIZERS LIMITED (NFL), a Public Sector Undertaking (PSU) under the Administrative Control of Department of Fertilizers, Ministry of Chemicals & Fertilizers having its Registered Office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and its Corporate Office at NOIDA (hereinafter referred to as the "Owner", which expression shall be deemed to include its successors and assigns) through its authorized representative of the one Part.

AND

M/s _____ (carrying on business in sole-proprietor/ partnership/ company etc.,) having its office/ registered office at _____ (hereinafter referred to as "Contractor", which expression shall be deemed to include his/its representatives/successors and permitted assigns) through its authorized representative of the other Part.

WHEREAS the Owner is desirous of executing certain works as mentioned and described in the Work Order/ Letter of Intent No. _____ dated _____ for total Contract value of Rs. _____ (Rs. _____ Only) and whereas the Contractor has agreed to execute the work as specified in the Tender Documents and Work Order/ Letter of Intent referred to above and also in the contract documents.

NOW THEREFORE THIS CONTRACT WITNESSTH AS FOLLOWS:

ARTICLE – I

1.0 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the contract documents namely: -

- a) This Contract
- b) Tender Document/NIT
- c) Work Order No. _____ dated _____
- d) Letter of Intent / Notification of Award No. _____ dated _____
- e) Contractor Quotation/bid dated _____.
- f) Owner's Tender Document/ NIT No. _____ dated _____
- g) Amendment/ Addendum/ Corrigendum dated _____ (If any) to Tender Document/NIT.
- h) Owner's Letter/email dated _____ (If any).
- i) Contractor's Letter/email dated _____ (If any).

1.2 A copy each of the above documents (a) to (h) are annexed hereto and the said copies have been collectively marked Annexure-I.

ARTICLE -2

2.0 SCOPE OF WORK

2.1 In consideration of the payment to be made to the Contractor as hereinafter provided, he shall with due care, promptness, accuracy and workmanship execute the work in accordance with approved plans, Notice Inviting Tender (NIT), Special Conditions of the Contract, General Terms & Conditions of the Contract, Scope of work and the Work Order/ Letter of Intent.

ARTICLE-3

3.0 TERM

3.1 The Contract work shall be duly executed and completed in all aspect within a period of _____ months/year w.e.f. _____ to _____. The time mentioned herein shall be essence of the contract.

ARTICLE-4

4.0 TERMINATION OF CONTRACT

4.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise including right of NFL for compensation for delay NFL may, without prejudice to its right against Consultant in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract

Or

-Persistently fails to adhere to the agreed program of work

Or

-Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contractor regarding past experience and /or contents of any document etc. are found false.

4.2 Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

4.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by NFL for the reasons detailed under clause no. 4.1 of above or for any other reason whatsoever:

- i) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.
- ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii) The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv) All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the

expenses, charges, damages and expected losses etc. incurred by NFL as a consequence of the termination of the contract.

- v) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL in all units / offices as per NFL's rules & regulations.

ARTICLE-5

5.1 FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90(Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

ARTICLE-6

6.1 INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless Owner from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not directly or indirectly any damage shall have been sustained.

ARTICLE-7

7.1 ENTIRE CONTRACT

The contract documents mentioned in Article-I hereof embody the entire contract between the parties hereto and the parties declare that in entering this contract, they do not rely upon any previous representation whether express or implied and whether written or oral or any inducement, understanding or agreement of any kind not included within the contract documents and all prior negotiations, representations contract and/or agreements and understanding are hereby cancelled.

ARTICLE-8

8.0 NOTICE

8.1 Subject to any provisions in the contract documents to the contrary, any notice, order of communication sought to be served by the Contractor on the Owner with reference to the contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only, if delivered by Hand or by Registered Post/ Speed Post or email to the Officer/ Officer-In-Charge as defined in the General Terms and Conditions of the contract.

8.2 Without prejudice to another mode of service provided for in the contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the contract shall be deemed to have been sufficiently served upon the Contractor if delivered by Hand or through Registered Post/Speed Post or email to the Contractor at his specified address at_____.

ARTICLE-9

9.0 WAIVER

9.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the Owner or notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right remedy, obligation or liabilities as the case may be.

ARTICLE-10

10.0 NON-ASSIGNABILITY

10.1 The contract and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor, except without written prior permission of Owner.

ARTICLE-11

11.1 DISPUTE RESOLUTION

For Indian Parties

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (as mentioned in General Terms and Conditions).

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to

arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

The seat and venue of arbitration shall be New Delhi.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.”

11.2 For Foreign Parties

“Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat and venue of the arbitration shall be at New Delhi, India.

The language of the arbitration shall be English.

This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.”

11.3 For CPSEs and Government Department

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such disputes or differences shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019/FTS-10937 dated 14.12.2022 and decision of AMRCD on the said dispute will be binding on both the parties.

ARTICLE-12

12.0 JURISDICTION

Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Jurisdiction in this behalf at New Delhi and only the said Court shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

IN WITNESS WHEREOF the parties hereto have duly executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED
For and on behalf of
National Fertilizers Ltd,
(Owner)
(With Rubber Stamp)

SIGNED & DELIVERED
For and on behalf of
contractor
(With Rubber Stamp)

Date:
Place:
In the Presence of:
Witness
1.
Signature _____
Name of Signatory _____
Address _____
2.
Signature _____
Name of Signatory _____
Address _____

Date:
Place:
In the Presence of:
Witness
1.
Signature _____
Name of Signatory _____
Address _____
2.
Signature _____
Name of Signatory _____
Address _____

BANK GUARANTEE FOR BID SECURITY DEPOSIT / EMD

In consideration of National Fertilizers Limited (NFL), having its registered office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called "NFL" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called the, the said tenderer(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no _____ for _____ hereinafter called "the said tenderer" of such bid security deposit for the due fulfilment by the said tenderer(s) of the terms and conditions contained in the said tender _____ for _____ on production of bank guarantee for Rs. _____ (Rupees _____ only).

1. We _____ Bank hereinafter referred to as 'The Bank' do hereby undertake to pay to „NFL“ an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by 'NFL' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.

2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees only).

3. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of „NFL“ under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of NFL certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

4. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL.

5. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'NFL' in writing.

Dated _____ day of _____ 202

Corporate Seal for Bank

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT
(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003, India (Hereinafter referred to as "Owner") which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between National Fertilizers Limited and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

The decision of the Owner as to whether the terms and conditions of this Security Deposit- cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. _____.

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any

authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee will remain in force initially upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (owner).

8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated _____ this _____ day of _____ 202----
(Indicate the name of the Bank with stamp)

Proforma for Indemnity Bond

THIS DEED OF INDEMNITY made between M/s.....having its registered office at_____ and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s National Fertilizers Limited, a company incorporated under the Indian Companies Act and having its registered Office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi (herein under called 'the owner') which expression shall include its successors and assigns of the other part.

WHEREAS the Owner has placed a work Order No.....on the Contractor for_____ and whereas one of the conditions of the said Contract, is that the owner will supply to the contractor free issue Material for_____ as specified in the said Contract for the purpose ofand WHEREAS the Owner has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1) The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor.
- 2) The Contractor hereby admits that the owner shall have a first lien or charge for any amount due to the Owner from the Contractor hereunder on any amount which may be due from the Owner to the Contractor under the said contract.
- 3) The said contract shall constitute and form an integral part of these presents provided that nothing herein contained shall affect the right of the Owner under the said contract.
- 4) NOTWITHSTANDING anything stated herein above, Contractor's Liabilities under this Guarantee are restricted to Rs..... (Rs..... only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities there under.

Date.....

INSTRUCTIONS FOR GeM PORTAL ONLINE BID SUBMISSION

Before submitting their tenders, the tenderers are advised to go through the following instructions carefully:

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: **<https://gem.gov.in/>**.

REGISTRATION

1. Bidders are required to enrol on the e-Procurement module of the Government-e-Market Portal (URL: <https://gem.gov.in/>) by clicking on the link "Online bidder Enrolment" on the GeM Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GeM Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the GeM Portal to intimate the bidders through SMS and e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document

that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, Auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission

message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in thereunder.
2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through

one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive PracticesII of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply, otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form-II**

Form-I
UNDERTAKING ON LETTERHEAD

To,
Executive Director (HR),
National Fertilizers Ltd.
Corporate Office, NOIDA

SUB: TENDER NO:

Tender for Award of Contract for 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL'

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____
(Name of Bidder) is:

- (i) Not from such a country []
- (ii) If from such a country, has been registered [] with the Competent Authority.
(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (or X) above).

We hereby certify that bidder M/s _____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal:

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING

To,
Executive Director (HR),
National Fertilizers Ltd.
Corporate Office, NOIDA

SUB: TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (Name of Bidder) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered [] with the Competent Authority.
(Evidence of valid registration by the Competent Authority shall be attached)
(Bidder is to tick appropriate option (or X) above).

We further certify that bidder M/s _____ - (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:
Designation:
Seal:

INTEGRITY PACT

INTEGRITY PACT

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement. NFL, as one of its endeavors to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (NFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, a Memorandum of Understanding (MoU) on Integrity Pact has been signed on 9th May, 2014 by NFL with Transparency International India (Indian chapter of Transparency International).

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (NFL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitors who ensure that concerned parties comply with their respective obligations under the Integrity Pact. Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) shall monitor the activities. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitors (IEMs) as per details given below:

(IEMs)

- (1) Shri Hermanprit Singh
12, Bevedre Road, Alipore
Kolkata-700027
E-mail: hermanprit@gmail.com;

- (2) Shri Rakesh Kumar Agrawal
A-15, Ground Floor
South Extension part-II
New Delhi-110049
E-mail: rkagrawal1958@gmail.com;



(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs. 1 crore or more. To be signed by the bidder and NFL.)

National Fertilizers Limited (NFL) herein after referred to as "The Principal"

AND

_____ herein after referred to as "The Bidder/Contractor"

PREAMBLE

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

In order to achieve these goals, the Principal will appoint Independent External Monitor/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

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

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



1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the

A handwritten signature in blue ink, appearing to be 'A. J.', is located at the bottom center of the page.

award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, NFL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access

without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman & Managing Director,, NFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on NFL Board.

8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of NFL.

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.

A handwritten signature in blue ink, appearing to be 'AL', with a horizontal line underneath.



GLORIOUS YEARS

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

• COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act-1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

AS

अक्षय विजय शिन्खेडे
 AKSHAY VIJAY SHINKHEDE
 (For & on behalf of the Principal)
 (Office Seal) *अक्षय लिमिटेड*
 Akshay Killzors Limited
 ए-11, सेक्टर-24, नोएडा-201301
 A-11, Sector-24, Noida-201301

(For & on behalf of Bidder/Contractor)
 (Office Seal)

Place: — **NOIDA**

Date: —

Witness 1: *अक्षय*
 (Name & Address)
A-K-TIWARI
A-11, Sector-24,
NOIDA

Witness 1:
 (Name & Address)

Witness 2: *प्रभात*
 (Name & Address)
Prabhat Ranjan Prasad
A-11, Sector-24
Noida

Witness 2:
 (Name & Address)

Self-Certification Form: Make in India (Local Content)

(On Company's Letter Head)

Tender Ref. No.: NFL/CO/HR/RECT/NIT/2023(03)/

Dated

To,
Executive Director (HR),
National Fertilizers Ltd.
Corporate Office, NOIDA

Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated: 16.09.2020

Sir,

I.....(authorized signatory) for M/s.....a 'Class I Local Supplier'/ 'Class II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for Class I Local Supplier' /'ClassII Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is.....

I also certify that the bidder M/s..... has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/ value addition is made:

[Factory Address]

For M/s.....

Authorized Signatory

(with company seal & Name)

Annexure-XVI

To,
Executive Director (HR),
National Fertilizers Ltd.
Corporate Office, NOIDA

Sub: NO CLAIM CERTIFICATE

Ref: Contract Agreement no. Dated..... and Work Order No.....dated.....for the Work of 'End to End Solution for receipt of on-line applications and conducting Offline OMR Based Test for recruitments in NFL'

Dear Sir,

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us under the above mentioned contract agreement, between us and National Fertilizers Limited (NFL). We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against NFL, against aforesaid contract agreement executed by us.

We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents on behalf of the contractor
(Company stamp)

Date:

Place:

Government of India

Ministry of Health & Family Welfare

Revised SOP on preventive measures to be followed while conducting examinations to contain spread of COVID-19

Examination centres are frequented by large number of students (as well as their parents) and staff till the entire duration of the exam and therefore, it's vital to plan and conduct these examinations, while following specific preventive measures, as detailed in the paragraphs below.

1. Generic preventive measures

The generic measures include simple public health measures that are to be followed to reduce the risk of COVID-19. These measures need to be observed by all (staff, students and parents) in these places at all times.

These include:

- i. Physical distancing of at least 6 feet to be followed as far as feasible. ii. Use of face covers/masks to be made mandatory.
- iii. Practice frequent hand washing with soap (for at least 40-60 seconds) even when hands are not visibly dirty. Use of alcohol-based hand sanitizers (for at least 20 seconds) can be made wherever feasible.
- iv. Respiratory etiquette to be strictly followed. This involves strict practice of covering one's mouth and nose while coughing/sneezing with a tissue/handkerchief/flexed elbow and disposing off used tissues properly.
- v. Self-monitoring of health by all and reporting any illness at the earliest. vi. Spitting shall be strictly prohibited.
- vii. Installation & use of Aarogya Setu App shall be advised to all, as far as feasible.

2. All Universities/Educational Institutions/Examination Conducting Authorities/Examination centers shall specifically ensure the following arrangements:

a) Planning of examinations

- i. Only those examination centers which are outside the containment zone shall be allowed to function. Staff/examinees from containment zones shall not be permitted. Such examinees shall be given an opportunity to undertake the examination through other means or the Universities/Educational Institution/ Agency may consider appropriate measures in this regard.
- ii. Universities/ Educational Institutions/ Examination Conducting Authorities/ Examination centers may plan out the examination schedule in a staggered manner so as to avoid overcrowding at any examination center on any day.
- iii. Keeping in view the physical distancing norms, institutions should have adequate room capacity to ensure proper seating arrangement for examination.
- iv. Appropriate arrangements for personal protection gears like face covers/masks, and other logistic like hand sanitizers, soap, sodium hypochlorite solution etc. shall be made available by Universities/

Educational Institutions/Examination Conducting Authorities/Examination centers to the staff as well as students as per requirements.

- v. Exam functionary and examinees may also submit self-declaration about health status at the time of entrance to the examination center. Such self-declaration form may be circulated at the time of issue of admit tickets. A simple do's and don'ts/ Advisory may also be circulated at the time of issue of admit tickets.
- vi. Students should also be given prior information on what they should carry, which includes exam related documents (Admit card, ID card etc.), face mask, water bottle, hand sanitizer etc.
- vii. Adequate manpower shall be deployed by the Institution for maintaining discipline (to ensure observance to distancing norms and other preventive measures at all times) during conduct of the examination.
- viii. Adequate number of registration rooms and manpower for document verification and recording of attendance shall be planned duly ensuring social distancing norms.
- ix. Invigilators and supervisory staff need to be briefed on the code of conduct in the context of COVID.
- x. Provisions must be made for display of Posters/standees/AV media on preventive measures about COVID-19 prominently at the examination center (outside and inside).
- xi. The examination center should have a designated isolation room for isolating any person who is found symptomatic at the time of screening or during examination, till such time medical advice may be sought. A clear policy on allowing/disallowing symptomatic candidates to undertake examinations shall be delineated by the Examination Conducting Authorities in advance.

b) Transportation to and from the examination center

If any transportation is arranged by educational institutions conducting examinations, proper sanitization of buses/other transport vehicles shall be ensured.

c) Entry and exit to the examination center

- i. Entrances to have mandatory hand hygiene and thermal screening provisions. If any examination functionary/examinee fails to meet the self-declaration criteria, they shall not be allowed entry.
- ii. Only asymptomatic staff and students shall be allowed inside the examination hall.
- iii. In regular course, a symptomatic candidate should be referred to the nearest health center and given an opportunity to undertake the examination through other means or the Universities/Educational Institution shall arrange for taking exam at a later date when the student is declared physically fit. However, if a student is found to be symptomatic, the permission or denial thereof, in such cases shall be granted as per the policy already enunciated on the issue by the Examination Conducting Authorities.
- iv. All staff and students to be allowed entry only if using face cover/masks. The face cover/mask has to be worn at all times inside the examination center by all.
- v. Enough entry & exits gates for students and staff shall be ensured to avoid overcrowding.
- vi. Maintaining physical distancing of a minimum of 6 feet, when queuing up for entry and inside the center as far as feasible.
- vii. Specific markings may be made with sufficient distance to manage the queue and ensure social distancing in the premises.
- viii. Proper crowd management in the examination center as well as outside premises like parking lots, waiting areas — duly following physical distancing norms shall be ensured.

- ix. Bags/books /mobiles should not be allowed in the examination center.
 - x. The examinees will be taken to a registration room in batches maintaining adequate physical distancing norms for document verification and recording of attendance. Thereafter they will be escorted in batches to the allotted examination hall.
 - xi. Frisking of examinees, if needed, shall be undertaken after thermal screening. Personnel involved in frisking shall wear triple layer medical mask in addition to gloves. Proper hand hygiene shall be maintained by such personnel every time they change their gloves.
 - xii. On completion of exam, the candidates should be permitted to move out in an orderly manner
- d) Special precautions for high risk individuals
- i. All staff that is at high risk (older employees, pregnant employees and employees who have underlying medical conditions) shall not be deployed for invigilation/conduct of examination.
 - ii. Such staff should preferably be deployed in tasks not requiring direct contact with the students.
- e) Movement within the examination center, seating arrangement including conduct of examination
- i. Number of people in the elevators shall be restricted, duly maintaining physical distancing norms.
 - ii. Provision of wheelchairs, if warranted, should be ensured and these should be disinfected regularly.
 - iii. In case of PwD candidate availing a scribe, both the candidate and scribe must wear the masks and be made to sit with adequate physical distancing.
 - iv. Institutions may adopt contact less processes like OR code, online forms, digital signatures for the examination.
 - v. Adequate arrangements for safe drinking water (preferably with disposable cups/glasses) are made in the examination hall.
 - vi. Seating arrangement in the examination hall to be made in such a way that adequate social distancing is maintained.
 - vii. For pen & paper based tests; the invigilator will sanitize his hands prior to distribution of question papers/answer sheets. The examinees will also sanitize their hands before receiving such papers and handing them back to invigilators. The collection and packing of the answer sheets, at every stage will involve sanitization of the hands. The answer sheets will preferably be opened up after 72 hours have elapsed post collection of papers.
 - viii. Use of spit/saliva for counting/distributing sheets shall not be allowed. ix.
Sharing of personal belongings/stationery shall not be allowed.
 - x. For online/computer based examination, the systems shall be disinfected using alcohol wipes before and after conduct of examination.
 - xi. Record of all exam functionaries/examinees shall be maintained in the system for future reference and traceability.
 - xii. For air-conditioning/ventilation, the guidelines of CPWD shall be followed which emphasize that the (i) temperature setting of all air conditioning devices should be in the range of 24-30°C, (ii) relative humidity should be in the range of 40- 70%, (iii) re-circulation of air to be avoided to the extent possible, (iv) intake of fresh air should be as much as possible and (v) cross ventilation should be adequate.
-

f) Sanitation and Hygiene

- i. Examination hall and other common areas shall be sanitized each time before and after examination.
- ii. Effective and frequent sanitation within the premises shall be maintained with particular focus on lavatories, drinking and hand washing stations/areas.
- iii. Cleaning and regular disinfection (using 1% sodium hypochlorite) of frequently touched surfaces (door knobs, elevator buttons, hand rails, benches, washroom fixtures, etc.) to be made mandatory in all examination hall and other common areas.
- iv. Students and staff should be advised to dispose of used face covers / masks in covered bins available at the center. The waste thus generated may be disposed off in accordance with the hazardous waste disposal guidelines.

g) SOP to be followed in case of a suspect case or person who develops symptoms during the conduct of examination

- i. Place the ill person in a room or area where they are isolated from others.
- ii. The person will remain isolated while wearing a mask/face cover till such time he/she is examined by a doctor.
- iii. If symptoms deteriorate, inform the nearest medical facility (hospital/clinic) or call the state or district helpline.
- iv. A risk assessment shall be undertaken by the designated public health authority (district RRT/treating physician) and accordingly further action be initiated regarding management of case, his/her contacts and need for disinfection.
- v. Disinfection of the premises to be taken up if the person is found positive.

It may be noted that the SOP detailed above provides for minimum precautions to be followed during planning and conduct of examinations. Universities/ Educational Institutions/ Examination Conducting Authorities/ Examination centers may put additional measures in place as per their local assessment and in line with activities permitted by Ministry of Home Affairs (MHA) as per MHA orders issued under Disaster Management Act, 2005 from time to time.