



GOVERNMENT OF JAMMU AND KASHMIR
DIRECTORATE OF FISHERIES, J&K

Tourist Reception Centre, Srinagar/Nowabad Canal Road, Jammu
(Email-jkfdjmu@gmail.com, Phone No. 0194-2500092, 0191-2951670)

{Non Committal Expression of Interest}

1. In order to explore the market & to finalize specifications based on technical discussion & inputs from experienced parties EOI bids are invited through Chairman, UT / National Level Procurement, Quarantine & Monitoring Committee, Department of Fisheries, J&K for purchase of 60 lacs of Genetically Improved Eyed Ova of Rainbow Trout (*Oncorhynchus mykiss*), Brown Trout (*Salmo trutta fario*) and Brown Trout Feed.
2. All the interested parties can submit their inputs in writing on the official mail of Department of Fisheries J&K i.e. jkfdkmr@gmail.com, or through technical discussion with the Department to be held on 15.05.2023.
3. Based on the discussion / inputs final specifications shall be finalized, thereafter GTE/OTE (global Tender Enquiry / Open Tender Enquiry) bidding shall be done through www.jktenders.in portal which shall be open to participation for all eligible interested parties and not restricted to participants of this non committal Expression of Interest only.
4. Draft of tender document has been enclosed in Annexure-1 for relevant inputs.
5. The last date of submission of inputs for the EOI is 21.05.2023


Director Fisheries, J&K

No: DOF/UT J&K/EOI-2023

Dated: 06-05-2023

Copy to the:

1. Financial Commissioner (Addl. Chief Secretary) Agriculture Production Department Civil Sectt Srinagar / Jammu for information
2. Resident Commissioner, J&K House Pritviraj Road New Delhi for inf with the request to forward the EOI to all Foreign Embassies in New Delhi
3. Joint Director Fisheries Central/Chenab Valley Jammu for information.
4. Joint Director Fisheries, South / North Kashmir Division for information
5. Joint Director Information J&K Govt with the request to kindly give wide publicity to the EOI in reputed Local and National papers of International repute and also forward the same to relevant Embassies in India & Indian Embassies in relevant countries.
6. All Members of U.T/National Level, Procurement/Quarantine and Monitoring Committee for import of Germplasm.
7. In charge Website Directorate of Fisheries J&K for uploading NIT on Web site
8. PA to Director Fisheries for information of Director.
9. Office Notice Board /Office File.

Government of Jammu & Kashmir

Chairman, UT/National Level Procurement, Quarantine & Monitoring Committee

Department of Fisheries, UT of Jammu & Kashmir, India

(Directorate of Fisheries, Kashmir/Jammu)

GLOBAL E-NIT : _____

For and on behalf of the Lieutenant Governor of Jammu and Kashmir, global e-tenders (Technical bid -1 and Financial bid-2) through **Chairman UT/ National Level Procurement, quarantine & Monitoring Committee**, are invited on **item wise rate basis** for supply of Genetically Improved Eyed Ova of Rainbow Trout *Oncorhynchus mykiss* and Brown Trout *Salmo trutta fario* and Brown Trout Feed from Denmark.

S. N	Name of the item to be supplied	Earnest Money	Cost of Tender Document	Date of opening of bid	Time of supply
01	Genetically Improved Eyed Ova of Rainbow Trout <i>Oncorhynchus mykiss</i> and Brown Trout <i>Salmo trutta fario</i> , including all certification and clearances / transportation and any other charges which will be applicable FOR IGI Airport, New Delhi.				
02	<i>Brown Trout Feed for different life stages</i>				

The bidding documents consisting of qualifying information, eligibility criteria, specifications, bill of quantities (B.O.Q), set of terms & conditions of contract and other details can be seen/downloaded from e-procurement website www.jktenders.gov.in under **ASH/Director Fisheries** as per the schedule of dates given below.

1	Date of Issue of Tender Notice	
2	Date of downloading of bidding documents	
3	Bid submission Start Date	
4	Pre-Bid Conference (Online)	
5	Bid submission End Date	
6	Date & Time of opening Bids (Online)	

2. Instructions for bidders regarding e-tendering process: -

- i. Bidders are advised to download bid submission manual from the "Downloads option as well as from Bidders Manual kit" on the website www.jktenders.gov.in to acquaint themselves with bid submission process.
- ii. To participate in bidding process bidder has to get a Digital Signature Certificate (DSC), as per Information Technology ACT-2000. Bidders can get Digital Certificate from an approved vendor.
- iii. The bidder has to submit their bids online in electronic format with the Digital Signature. No bidding will be accepted in physical form.
- iv. Bids will be opened online as per the schedule mentioned at Para-1.
- v. Bidders must ensure to upload scanned copy of all necessary documents with the technical bid.

3. The Department will not be responsible for delay in online submission due to any reason.

(Note: Scan all the documents on 100dpi with Black and White option.)

Price of bidding document (non-refundable) Inclusive of all taxes	INR 2000. Payments can be made through demand Draft in favor of Chief Project Officer, Village Trout Fish Farming Project, Kokernag, J&K, India . The hard copy should reach the Directorate of Fisheries, Canal Road, Nowabad, Jammu by last date of technical bid submission.
Earnest Money deposit	EMD should be deposited in form of CDR/FDR in favor of Chief Project Officer, VTTF, Kokernag, J&K, India . EMD should be valid for one year. The hard copy should reach the Directorate of Fisheries, Canal Road, Nowabad, Jammu by last date of technical bid submission.
Place of opening of Bids	Directorate of Fisheries Canal Road, Nowabad, Jammu-180016
Address of Communications	Chairman UT/ National Level Procurement, quarantine & Monitoring Committee-, Fish Farm Nowabad, Canal Road, Nowabad, Jammu-180016 jkfdkmr@gmail.com or dir-fisheries@jk.gov.in

Sd/-

Director Fisheries
Chairman UT/National Level,
Procurement, Quarantine and Monitoring Committee,
For Import of Germplasm

No: -

Copy for information/necessary action to the:

1. Financial Commissioner (Addl. Chief Secretary), Agriculture Production Department, Jammu and Kashmir for information.
2. Ambassador of India to the Kingdom of Denmark, Embassy of India Copenhagen, Denmark for information.
3. Resident Commissioner, J&K House Prithviraj Road New Delhi for information and with the request to forward the tender document to all foreign Embassies in New Delhi.
4. Consulate General, Royal Danish Embassy, Denmark Chanakyapuri New Delhi for information.
5. Joint Director Information J&K Govt. Jammu with the request to kindly give wide publicity to the NIT in reputed local and National papers of International repute and also forward the same to relevant Embassies in India & Indian Embassies in relevant countries.
6. All Members of U.T/National Level, Procurement/Quarantine and Monitoring Committee for import of Germplasm.
7. In charge Website Directorate of Fisheries Jammu and Kashmir for uploading NIT on Web site
8. PA to Director Fisheries for information of Director.
9. Office Notice Board /Office File.

Chief Project Officer (Fisheries) Kokernag
Member Secretary UT/National Level,
Procurement, Quarantine and Monitoring Committee,
For Import of Germplasm

Tender Bid Document.

- 1.1: The Interested bidders may download the tender documents from the website www.jktenders.gov.in from _____
- 1.2: Online shall be submitted on the website www.jktenders.gov.in from _____
- 1.3: Clarifications if any will be entertained from _____.
- 1.4: The technical and financial bids uploaded on the website will be opened on _____ in the office chamber of **Chairman UT/ National Level Procurement, quarantine & Monitoring Committee** (Director Fisheries, Fish Farm Nowabad, Canal Road, Jammu-180016).
- 1.5: The above schedule regarding date and time is tentatively fixed, however, the Chairman PQMC reserves the right to change the date and time of activities in case of any exigency through a notice on e-tendering portal www.jktenders.gov.in and on official website of the Directorate of Fisheries, Jammu & Kashmir www.jkfisheries.in.
- 1.6: Tenders received after due date and time shall not be accepted.
- 1.7: Disclosure of rate/discounts special offers in the technical bid may be understood as malpractice and as such the bid shall be rejected.
- 1.8: All the original documents should be produced at the time of scrutiny, if asked for, by the technical evaluation committee.
- 1.9: No conditional tender will be accepted/entertained.
- 1.10: The bidder has to submit a tender fee of Rs 2000/= in the form of a demand draft(Hard copy) in favor of Member Secretary,UT/ National Level Procurement, quarantine & Monitoring Committee.
- 1.11: The tenders without tender fee shall be out rightly rejected.
- 1.12: No technical/financial bid shall be accepted in hard copy.

1. Bids are invited by Chairman UT/ National Level Procurement, Quarantine & Monitoring Committee on behalf of Hon'ble Lieutenant Governor, J&K, India from eligible bidders for supply of the following:

Description	Number/Qty	Technical Specifications	Delivery Place	Mode of supply
Genetically Improved Eyed Ova of Rainbow Trout (both male & female)	40.00 Lacs	Mentioned Below (Para 1 & 2)	New Delhi, India	In 04 batches of 15 lac each (10.00 lac Rainbow and 5.0 lac Brown Trout per batch) within one year
Genetically Improved Eyed Ova of Brown Trout (both male & female)	20.00 Lacs			
Brown Trout Feed for different life stages	12000 kg	Mentioned below in Para (3)		In 04 batches of 3000 kgs each with each Brown Trout Eyed Ova Consignment.

The purchaser reserves the right to increase or decrease the quantity of Eyed Ova/Brown Trout feed

2. Technical Bid:

- a. Bids both Technical and Financial should be submitted online only.
- b. Bidder should upload the scanned copy of tender fee (Rs 2000.00) or an equivalent amount in US Dollars), which should reach in original to Directorate of Fisheries, Fish Farm Nowabad, Canal Road, Jammu-180016 on or before last date of submission of bids.

c. Bidder should upload the scanned copy of Earnest Money Deposit (Rs 2,20,000/-or an equivalent amount in US Dollars), which should reach in original on or before to Directorate of Fisheries, Fish Farm Nowabad, Canal Road, Jammu-180016 last date of submission of bids.

d. Technical Details of Germplasm (Genetically Improved Eyed Ova) conforming to stipulations in bid.

e. The average annual financial Turnover of the bidder during last three financial years i.e., 2019-20, 2020-21& 2021-22 should be Rs 1 Crore 10 Lakhs or an equivalent amount in US Dollars. A certificate to the effect should be given by the chartered accountant/equivalent in relevant country.

f. Signed bid form (form 1).

g. Signed bidders information (form 1.1)

h. Signed Eligibility Declaration(form 1.2)

i. Signed Principal bidder Authorization (form 1.3)

j. Signed declaration by Agents/Associates of foreign Principals(form 1.4).

k. Bank Guarantee (format2).

l. Contract form (section III)

m. Bidder's profile alongwith registration/proprietorship/relevant experience details.

n. Export registration certificate.

o. A certificate by the competent Authority, to the effect that the bidder is registered with Fisheries Breeding/Rearing association in the particular country should be uploaded in the technical bid.

p. Experience certificate of Export of germplasm from a Competent Authority

q. Performa for submitting the information of introduction of Aquatic Animal/Germplasm from the exporting country.

Scanned copy of these documents must be uploaded on jktenders.gov.in only.

2. How to fill technical details of germplasm conforming to the bid

The successful bidder shall be selected on the following basis. The method of selection is detailed as under:

Evaluation & Comparison of bids for Eyed Ova procurement:

a) Bidder shall have to provide the details of 25% additional stock {Genetically Improved Stock of Rainbow and Brown Trout}

b) Evaluation will be done based on the details of the genetically improved eyed ova of Rainbow and Brown trout, as verified by the certificate from the supplier that the stock is the result of the genetic interventions.

Para – 1: Technical specifications (Technical details for Germplasm)

1. The product should be supplied in company's original packing having proper batch no/date, date of Breeding/Stripping. The early stages of the eyed ova shall be supplied.

2. The ordered quantity shall have to be supplied within 15 days from the date of issuance of supply order by the Department. Supplier is required to remain in constant touch with the **Chief Project officer, Trout Fish Farming Project, Kokernag,(Member Secretary)** to ascertain the requirement of supply in different batches of germplasm from time to time.

3. Permission to import eyed ova of Rainbow and Brown trout will be obtained in writing from the Department of Fisheries, Ministry of Fisheries Animal Husbandry and Dairying Govt. of India by the Department of Fisheries, UT of Jammu & Kashmir, which will be provided to the successful bidder at the time of issuance of supply order.

4. The supplier/registered dealer must ensure the supply of only genetically improved strain of eyed ova of both Brown and Rainbow Trout obtained through selective breeding for better performance in terms of growth and survival.

5. The Germplasm is mandatorily to be supplied only at eyed ova stage (early phase).

6. The supplier has to submit history/pedigree and growth performance of the imported strain on the letter head of the company.

7. The eyed ova should be fertile to maintain the pure line of brood stock.

8. The supplier has to submit a certificate duly issued from the government of export country to the effect that the farm site is free from VHS/IHN/IPN and should be committed to high sanitary procedures, ensuring the consignment is free from OIE-Listed diseases, infections and infestations in force in 2023

- Infection with *Aphanomyces invadans* (epizootic ulcerative syndrome)
- Infection with epizootic haematopoietic necrosis virus
- Infection with *Gyrodactylus salaris*
- Infection with HPR-deleted or HPRO infectious salmon anaemia virus
- Infection with infectious haematopoietic necrosis
- Infection with salmonid alpha virus
- Infection with viral haemorrhagic septicaemia virus
- Infection with *Aeromonas salmonicida*

9. The supplier should ensure that the transportation is done maintaining a cold chain in a specifically designed container. The said container should not be exposed to any kind of X-ray/radiation at the airport.

10. The stock is mandatorily to be recertified for pathogenic species-specific quarantine by a designated committee of the Department of Fisheries Govt. of Jammu and Kashmir and scientists from ICAR- DCFR.

11. Both male and female eyed ova fertile stocks should be supplied. However, in case of non-availability of both sexes monosex ova preferably female shall be supplied.

12. The importer shall ensure all bio security measures and quarantine of the imported stock.

13. Any subsequent import will be allowed subject to the submission of report on the performance of previously imported stock.

Para – 2: Technical specifications (Technical details for Germplasm)

1. In case the consignment does not pass quarantine, the entire consignment shall be destroyed at the suppliers cost as per the prescribed protocols.

2. If during the course of inspection, it comes to the notice of competent authority that the supplier willfully suppressed important information or, deliberately furnished wrong information, the consignment being imported is not the same or, the imported stock of species for which approval was not obtained, in such cases, the supply order shall be cancelled instantly and the imported stock destroyed without any notice to the supplier.

3. Cold Chain should be maintained during the transit (Temperature <math><4^{\circ}\text{C}</math>), for which the expenses are to be borne by the exporting agency. Any expenses incurred due to any exigency during transit to IGI, Airport, New Delhi, shall be borne by the Exporting Agency.

4. Fine or punishment may be imposed by Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying Govt. of India, for the violation of the guidelines.

5. Director Fisheries reserves the right to accept or reject any tender without assigning any reason thereof. In case of any dispute/doubt the decision of the Director Fisheries shall be final. All disputes shall be within the jurisdiction of J&K UT Courts.

Para – 3: Technical specifications (Technical details for Brown Trout Feed)

1. The feed should be of extruded variant with high elevated digestible energy level and high protein and lipid levels.
2. The feed should be supplied in the form of Starter diet, Crumbs and extruded pellet feed of size 1mm, 2mm and 3mm.
3. The protein content for the Starter feed and Crumbs should be 55-60%.The protein content for extruded pellet 1mm and 2 mm should be 45-50% and for pellets of 3 mm the protein should be 40-45%.
4. The moisture content of the feed should be less than 10%.
5. In each batch the proportion of Starter and crumbs should be 30% of the total quantity of the feed supplied. Among the Starter and Crumbs, the starter diets shall constitute at least 35%.
6. The bidder should furnish the certificate for the competent authority that the feed supplied is manufactured by an authorized and registered manufacturer.
7. The shelf life of the feed consignment should not be less than nine months.
8. Any defect damage or spoilage of feed found during transit shall not be accepted and destroyed at the expense of the bidder.
9. The rate for the feed should be quoted per kg.
10. The bidder/supplier should provide the certificate reflecting proximate composition of fish feed with emphasis on protein content from an authorized laboratory from the exporting country.
11. The Taxes, levies, octroi, Custom duty and other taxes shall have to be borne by the bidder.
12. The payment shall be made only after test report of the samples from the authorized testing laboratory in India.

INSTRUCTIONS TO BIDDERS (ITB)/Eligibility

1. The invitation for bids is open to all eligible bidders who shall supply the Eyed Ova and Feed from Denmark. However, Bids from principal bidders or through their authorized representatives in India shall also be accepted. Bids of bidders quoting as authorized representative of principal bidder would also be considered to be qualified technically provided their principal bidder meets out all the criteria as laid in NIT, for which the bidder should upload legally enforceable tender specific authorization.

2. The average annual financial Turnover of the bidder during last three financial years i.e.2019-20, 2020-21& 2021-22 should be Rs 1 Crore 10 Lakhs or an equivalent amount in US Dollars. A certificate to the effect should be given by the chartered accountant/equivalent in relevant country.
3. The bidder should be registered with recognized Fish Breeding/rearing Association of the country. A certificate to the effect should be uploaded in the technical bid.
4. Bidders shall not be under a declaration of in-eligibility for corrupt and fraudulent practices.
5. Joint ventures and Holding Companies-Credentials of the partner of joint ventures cannot be Clubbed for compliance in the NIT, each partner must comply with all the NIT criteria independently.
6. Supporting documents submitted by the bidder must be certified/authenticated by person authorized to sign the tender on behalf of bidder.
7. All financial standing documents shall be certified by chartered accountant or equivalent in relevant country. Indian agents of foreign bidders should furnish their PAN.
8. Germplasm (eyed Ova) to be supplied under the contract shall have their origin in eligible source country only.
9. The bidder shall bear all costs associated with the preparation and submission of its bid.
10. Failure to furnish required information shall be at bidder's risk and may result in rejection of his bid at the time of his evaluation.
11. Any prospective bidder requiring any clarification of the bidding document may request for clarification through e-mail on jkfdkmr@gmail.com or dir-fisheries@jk.gov.in on any working day before the deadline for submission of bid.
12. The purchaser at its discretion may extend the deadline for submission of bids.

EARNEST MONEY DEPOSIT.

13. Bidder shall have to submit, a EMD in the amount as mentioned below:

<u>Brief Description of the item</u>	<u>Bid Security</u>
Import of Genetically Improved Eyed ova of Rainbow and Brown Trout	Rs 180000/=
<i>Brown Trout Feed for different life stages of Brown Trout</i>	Rs. 40000/=

14. The bid security is required to protect the purchaser against the risk of bidder's conduct.
15. The bid security should be submitted in favor of **Chief Project Officer, VTTF, Kokernag, J&K, India**, in the shape of CDR/FDR. Must be submitted in original before the last date of submission of bids. Shall be valid for a period of one year. The Earnest Money of unsuccessful bidders shall be released immediately. Of successful bidders, bid security will be released upon the bidder signing the contract and furnishing Performance Security.

Award of Contract

16. The contract shall be awarded to the bidder whose bid has been determined to be substantially responsive.
17. Upon successful award of contract to the bidder, the constituted committee shall decide the quantum of the eyed ova required from time to time (in batches), depending upon the availability of space.
18. The award of contract shall be subject to the satisfactory report of the above selection team before supply of the germplasm.

19. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract. Purchaser shall not be liable to pay liability to the affected Bidder or bidders.

20. The notification of award will construe the formation of the contract & furnishing of performance security by the bidder. The Purchaser will immediately discharge its bid security on submission of performance security.

21. Successful bidders shall sign the Contract (with date) on Stamp Paper or equivalent legal document in bidders country and return it to the purchaser.

Performance security

22. Within 15 days after the supplier's receipt for Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount as detailed below that shall be valid for one year or up to completion of performance obligation whichever is later.

<u>Brief Description of the Item</u>	<u>Performance Security</u>
Import of Genetically Improved Eyed Ova of Rainbow and Brown Trout	5% of the Total Value of Purchase
Brown Trout Feed for different life stages of Brown Trout	5% of the Total Value of Purchase

23. The Proceeds of the performance security shall remain as a security for any loss resulting from Supplier's failure to complete its obligations under the contract.

24. The Performance security will be discharged by the Purchaser and returned to the supplier on written notice of the Supplier 30 days following the date of completion of the Supplier's performance obligations i.e., successful completion of quarantine at New Delhi and satisfactory visual observation as per the protocol prescribed by Department of Fisheries, Govt. of India in respect of all the batches of eyed ova.

25. The Performance security shall be in denomination of INR and shall be in one of the following forms:

- FDR/CDR issued by a nationalized scheduled bank located in India pledged to Member Secretary, UT/National Level Procurement, Quarantine and Monitoring Committee, as the case maybe.

Insurance

26. The Goods supplied under the contract shall be fully insured against loss or damage incidental to transportation, storage and delivery till New Delhi.

27. The insurance shall be in an amount equal to 110 percent of the CPT value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" making purchaser the beneficiary.

28. The Supplier warrants that the germplasm (Male & Female stock of eyed ova of genetically improved Rainbow and Brown trout) supplied under this Contract are free from OIE-Listed diseases, infections and infestations in force in 2023

- Infection with *Aphanomyces invadans* (Epizootic Ulcerative Syndrome)
- Infection with Epizootic Haematopoietic Necrosis Virus
- Infection with *Gyrodactylus salaris*
- Infection with HPR-deleted or HPRO infectious salmon anaemia virus
- Infection with Infectious Haematopoietic Necrosis
- Infection with Salmonid alphaVirus
- Infection with Viral Haemorrhagic SepticaemiaVirus
- Infection with *Aeromonas salmonicida*

Delivery

29. The terms for delivery/ import (for allocation of responsibilities) shall be governed by incoterm CPT(Carriage Paid To) as described by international chamber of commerce and as mentioned in annexure 16 of Manual for procurement of Goods.

30. The delivery schedule shall be as follows, Delivery of consignments shall be in phased manner as communicated by Member Secretary, in New Delhi within 20 days of placement of Supply order.

31. The actual quantity of eyed ova and feed may vary as per requirement of the purchaser.

Payment

31. The method and condition of payment to be made to the supplier under this contract shall be 30% of the payment on boarding of consignments against which a bank guarantee of an equal amount should be submitted to the Department.

32. 40% payment on arrival of germplasm (eyed ova) at New Delhi and Clearance by the National/UT level Procurement Quarantine and Monitoring Committee.

33. 30% of payment after satisfactory completion of quarantine at New Delhi/Post-Dispatch quarantine and receipt of satisfactory reports as per health protocol prescribed by Department of Fisheries, GOI, clearly mentioned in the NIT under Terms and Conditions Column.

34. 85% Payments shall be made through letter of Credit subject to UCP 600 and 15% through direct payment after satisfactory completion of quarantine in India and receipt of satisfactory test report as per health protocol prescribed by Department of Fisheries, GOI.

35. Document which the supplier needs to furnish while claiming payment shall be specified in the Letter of Credit, which shall include as follows,

A. Commercial invoice in triplicate as per the supply order duly signed and stamped by the Supplier.

B. Packing list in triplicate.

C. A certificate of country origin from a recognized chamber of commerce or any other designated agency by the local Govt for this purpose in original and copy.

D. Full set of signed stamped airway bill, evidencing shipment from the country to India.

E. Insurance policy in favor of the purchaser for 110 CPT covering all risks.

F. Satisfactory health/condition certificate issued by the competent Authority of Fisheries Department of the country.

G. Certificate from the practicing veterinarian/Fisheries expert of the country that the germplasm is as per the specifications desired in the NIT.

H. A certificate from the beneficiary that he shall be entirely responsible and pay all taxes, duties, octroi, Quarantine charges at IGI airport New Delhi and other requirements until delivery of the eyed ova consignment till New Delhi.

J. Certificate of export of eyed ova of rainbow and brown trout from the country to India to be signed by concerned country fish farm Authorities.

K. A certificate from the beneficiary that in case the germplasm is found positive for any disease as per OIE guidelines, the consignment will be destroyed at the supplier's expense.

Any other relevant document apart from the above mentioned can be specified in the Letter of credit and at the time of final payment

Ethics

36. Purchaser requires that Bidders/Suppliers/Contractors, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy, purchaser defines, for the purposes of this provision, the terms set forth below as follows:

- "**Corrupt Practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

- "**fraudulent practices**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

Transportation of Germplasm (eyed Ova)

37. The Supplier shall provide suitable transport of the Goods as is required to prevent hatching of the eyed ova during transit to their final destination as indicated in the Contract.
38. Supplier is required under the Contract to transport the Goods to Indira Gandhi International Airport, New Delhi-110037 and its Quarantine thereof.
39. The supplier shall indicate the contact Number, Consignment Number, country of origin, Supplier's name and other details with the consignment.

Financial Bid:

40. Price quoted in BOQ shall be as indicated.
41. Financial Bid is to be submitted online as per Bill of Quantity (BOQ) available on www.jktenders.gov.in. Bids will be opened online on the specified date & time in the presence of bidders or their authorized representatives who wish to attend.
42. The financial bids of only technically qualified bidders will be opened on the stipulated date & time.
43. The bidder shall indicate in the BOQ, the unit rate/eyed ova, it proposes to supply under the contract. The prices indicative in the BOQ must reflect charges for Transit Insurance in the source country and upto New Delhi, charges for Transportation/freight/loading/unloading upto New Delhi, Testing/Quarantine charges/sample collection examination charges at the source country, Pre dispatch quarantine charges, octroi, tax, duty, levy, any other requirement incurred, inclusively upto New Delhi. However, the rate quoted shall be exclusive of custom duty at New Delhi, SWS on custom duty, GST(if applicable), Post-dispatch quarantine charges at New Delhi, which shall be paid by the purchaser/Importer.
44. All charges outside India are to be borne by the Supplier.
45. All LC charges are to be borne by the supplier including Bank commission, GST levied on bank commission, in India as well as outside India that shall be deducted from the payments to be made to the supplier.
46. Any discrepancy fee to be paid to bank in case of documents being discrepant shall be borne by the supplier.
47. Prices shall be quoted in INR only. The rate of exchange to be used in such conversion shall be the T.T selling rate fixed by Reserve Bank of India and applicable to similar transactions on the day of opening of financial bids.
48. Exchange rate variation- The Base Exchange rate shall be the date of opening of the financial bid. No variation in the price on account of T.T. selling rate increase, shall be allowed, in such case base exchange rate i.e., exchange rate at the time of opening of financial bid shall only be paid. The excess amount if any, paid on account of exchange rate uptrend through LC, it shall be recovered from the final payment to be made to the supplier under the NIT. However, in case of T.T. selling rate decrease price variation shall be allowed and exchange rate variation benefits shall be passed to the procuring entity.
49. In case delivery period is revised/extended on the request of the supplier ERV benefit arising out of downward trend shall be passed to the procuring entity and in case of an uptrend the same shall be deducted from the final payment to be made to the supplier. An increase in the custom duty due to exchange rate variation as a result of extension requested by the supplier shall be borne by the supplier.
50. Tax deduction at source as applicable shall be made from the payments due to the successful bidder.

Liquidated Damages

51. If the Supplier fails to deliver the consignments within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price,

as liquidated damages, a sum equivalent to 0.5% per week & the maximum deduction is 10% of the contract price after that the contract shall be treated as cancelled.

Termination for Default

52. The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier; terminate the Contract in whole or part.

53. If the supplier fails to deliver the consignments within the period (s) specified in the contract, or within any extension thereof granted by the Purchaser.

54. If the supplier fails to perform any other obligation(s) under the contract to the satisfaction of technical selection team/committee and not in conformation to the technical specifications.

55. If the supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Force Majeure

56. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event and in such case the decision of the Arbitrator shall be final and binding on both the parties.

Settlement/Resolution of Disputes

57. The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any agreement or dispute arising between them under or in connection with the contract.

58. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as per Laws applicable to the UT of J&K, as to the matter of dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

59. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with the Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

60. Arbitration proceedings shall be conducted in accordance with the Laws applicable to the UT of J&K and the seat of Arbitration shall be at Srinagar.

Notwithstanding any reference to arbitration herein

61. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

62. The Purchaser shall pay the Supplier any money due to the Supplier.

Jurisdiction of Court

63. All disputes are subjected to jurisdiction of Hon'ble Courts of Jammu & Kashmir, India only,

Limitation of Liability

64. Except in cases of criminal negligence or will-full misconduct, and in the case of infringement

- The Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.

Notices:

65. Any notice given by the one party to the other pursuant to this Contract shall be sent to other party in writing or by email, Fax etc. and confirmed in writing to the other Party's address.

66. A notice shall be effective when delivered or on the notice's effective date, whichever is later

Form1: Bid Form (Covering Letter)

(To be uploaded as part of technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's

Name: _____

Address: _____

—

Contact

Details _____

Email _____

—

To,

The Chairman

UT/National Procurement, Quarantine and Monitoring Committee for
Import of Genetically Improved eyed ova of Rainbow and Brown Trout

Department of Fisheries

UT of Jammu & Kashmir

Ref: Your Tender Document No. _____

Tender Title: _____

Sir,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid for the supply of genetically improved eyed ova of Rainbow and Brown trout in conformity with the said Tender Documents.

(Please tick appropriate boxes or strikeout sentences/phrases not applicable to you)

1) **Our Credentials:**

(a) We are submitting this bid:

- on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/commissions/gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information). Or

as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form 1.4 (Declaration by Agents/ Associates of Foreign Principals)

(b) We _____ hereby certify that:

We _____

Our Principals/ _____ are proven, established, and reputed dealers of livestock

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents.

3) Our Bid to Supply Goods:

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

4) Prices:

We hereby offer to supply the eyed ova of rainbow and brown trout at our lowest prices and rates mentioned in the separately uploaded BOQ. It is hereby confirmed that the prices quoted therein by us are:

- a) based on terms of delivery and delivery schedule as in the NIT; and
- b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and Duties there on) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- d) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.

e) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations.

6) Bid Security:

We have submitted the Bid Security in the form of EMD(CDR/FDR) to the Department.

7) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self- certified copies of all such certificates, documents, affidavits/ undertakings.

8) Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

9) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

10) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

11) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

(Signature With Date)

(Name and Designation)

Form 1.1: Bidder Information

(To be uploaded as part of Technical bid) (On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name [Address and Contact
Details] _____

Bidder's Reference No. _____ Date _____

Tender Document No. _____ Tend No. _____; Tender Title:

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/phrases not applicable to you)

1) Bidder/ Contractor particulars:

- a) Name of the Company: _____
- b) Corporate Identity No. (CIN): _____
- c) Registration, if any, with The Procuring Entity: _____
- d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract) _____
- e) Place of Registration/Principal place of business _____
- f) Complete Postal Address: _____
- g) Pincode/ZIPcode: _____
- h) Telephone nos. (with country/area codes): _____
- i) Mobile Nos.: (with country/ area codes): _____
- j) Contact persons/ _____
- k) Designation: _____

l) Email

IDs:

Submit documents to demonstrate eligibility as per NIT- A self- certified copy of registration certificate - in case of a partnership firm - Deed of Partnership; in case of Company- Notarized and certified copy of its Registration; and in case of Society - its Byelaws and registration certificate of the firm.

2) Taxation Registrations:

a) PAN number:

b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):

c) GSTIN number in Consignor and Consignee States

d) Contact Names, Nos. & email ID's for GST matters (Please mention primary and secondary contacts):

We solemnly declare that our GST rating on the GST portal/Govt. official website is not negative/ blacklisted.

Documents to be submitted : Self-attested Copies of PAN card and GSTIN Registration.

3) Authorization of Person(s) signing the bid on behalf of the Bidder

a) Full Name: _____

b) Designation: _____

c) Signing as: _____

A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4) Bidder's Authorized Representative Information

a) Name:

b) Address:

c) Telephone/Mobile numbers:

d) Email Address:

Form 1.2: Eligibility Declarations

(To be uploaded as part of Technical bid) (On Company Letter-head)

(Along with supporting documents, if any),

Tender Document No. _____; Tender Title:

Bidder's

Name: _____

[Address and Contact Details]

Bidder's

Reference

No. _____

Date _____

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we comply with all the stipulation of NIT-And declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder _____
- 2) We are/ are not a JV
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - b) (including our Contractors/ subcontractors for any part of the contract):
 - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
 - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) we shall not sub contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

6) Self-Declaration by Indian Agents/ Associates of Foreign Principals

a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws-are submitted as part of Form 1.1 annexed herewith.

b) Agency Agreement shall be submitted with Form 1.4. It shall cover

- (i) The precise relationship, services to be rendered, mutual interests in business - generally and/or specifically for the tender and
- (ii) Any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.4 annexed here with. That also indicates their name, address, nationality, status (i.e., whether manufacturer/supplier or agents of manufacturer/supplier holding the Letter of Authority of the Principal).

d) The amount of commission /remuneration included in the price(s)quoted by Bidder for agents or associated bidder is detailed in Form 1.4.

e) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

7) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in thisTender Document.....

(Signature with date)

Principal bidder Authorization

(On Company Letter Head)
(To be uploaded as part of Technical bid)

Principal bidders Name _____
[Address and Contact Details] _____
Reference No _____ Date _____

The Chairperson

UT/National Level Procurement, Quarantine and Monitoring Committee for
Import of Genetically Improved eyed ova of Rainbow and Brown Trout
Directorate of Fisheries
Jammu & Kashmir

Dear Sirs,

Date: _____; Ref: Your Tender Document No. Tend No. _____; Tender Title: _____

1) We, _____, are proven and reputable dealers of the Tendered Goods. We hereby authorize Messrs _____ (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods. Their registration number with us is _____, dated/since _____

2) We further confirm that no Contractor or firm or individual other than Messrs. _____ (name and address of the above-authorised dealer) is authorized for this purpose.

3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

4) Our details are as under:

- a) Name of the Company: _____
- b) Complete Postal Address: _____
- c) Pincode/ZIPcode: _____
- d) Telephonenos.(withcountry/ areacodes): _____
- e) Fax No.: (with country/ area codes): _____
- f) Mobile Nos.: (with country/ area codes): _____
- g) Contact persons/ Designation: _____
- h) EmailIDs: _____

5) We enclose herewith, as appropriate, our _____
(Bye-Laws/Registration Certificate / Memorandum of Association/ Partnership Agreement / Power of Attorney / Board Resolution)

Yours faithfully,

[signature with date, name, and designation]

For and on behalf of Messrs

[name& address of the principal bidder and seal of company]

Form 1.4 : Declaration by Agents/Associates of Foreign Principals

(Required only for Agents/Associates of Foreign Principals)

(On Company Letter Head)

(Along with supporting documents, if any) (To be uploaded as part of Technical bid)

Agent's Name _____

[Address and Contact Details]

Principal's Reference No. _____

The Chairperson

**UT/National Level Procurement, Quarantine and Monitoring Committee for
Import of Genetically Improved eyed ova of Rainbow and Brown Trout
Directorate of Fisheries
Jammu&Kashmir**

Dear Sirs,

Date _____ Ref. Your Tender Document No. TendNo. _____; Tender Title: _____

1) We, _____ are a bonafide business as per Indian Laws. We have been retained as agent/associates by our foreign principals, Messrs. _____ (name and address of the principal) to associate with them for participation in this Tender Process.

2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.

3) The required details are as follows.

- a. Name of the Agent/ Associate: _____
- b. Documents regarding ownership pattern: as appropriate—Bye Laws/Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
- c. Year of establishment _____
- d. Sister Concerns _____
- e. Corporate Identity No. (CIN): _____
- f. Aadhar Card of Owner/ CEO/ Partner _____
- g. PAN number: _____
- h. CompletePostalAddress: _____
- i. Pincode/ ZIPcode: _____
- j. Telephone nos.(withcountry/ area codes): _____
- k. Mobile Nos.: (with country/ area codes): _____
- l. Contactpersons/Designation: _____
- m. Email IDs: _____
- n. Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): _____
- o. GSTIN number _____ in Consignor and Consignee States
- p. Registered office from where agency/ association services would be mainly Provided for GST Purpose: _____
- q. Contact Names, Nos. & email IDs for GST matters (Please mention primary and Secondary contacts): _____

1. Details required regarding the foreign principal are given below.

- a. Name of the Company: _____
- b. Nationality/ Country of operation/ incorporation _____
- c. CompletePostal Address: _____
- d. Telephone nos.(withcountry/ area codes): _____
- e. Mobile Nos.: (with country/ area codes): _____
- f. Contact persons/ Designation: _____
- g. Email IDs: _____

6) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.

7) We enclose herewith: as appropriate, our _____ Bye-Laws/Registration Certificate/Memorandum of Association/ Partnership Agreement/ Power of Attorney / Board Resolution

Yours faithfully,

[signature with date, name, and designation]

For and on behalf of Messrs

[name & address and seal of Principal bidder]

Format 2: Bank Guarantee Format for 30% advance payment.

To,
The Chairperson
UT/National Level Procurement, Quarantine and Monitoring Committee for
Import of Genetically Improved eyed ova of Rainbow and Brown Trout
Directorate of Fisheries
Jammu & Kashmir

Whereas _____
(name and address of the contractor) (here in after called "the contractor") has undertaken, in pursuance of
contract no _____ date _____ to supply

(description of goods and Works/ Services) (here in after called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee
by a Commercial bank for the sum specified there in in lieu of the advance 30% payment to be made.

And Whereas we have agreed to give the contractor such a bank guarantee. Now Therefore we hereby affirm that
we are guarantors and responsible to you, on behalf of the contractor, up to a total
of _____ (amount of the guarantee in words and figures), and we
undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract
and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without
your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with
demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed
there under or of any of the contract documents which may be made between you and the contractor shall in any
way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or
modification.

This guarantee shall be valid until the _____ 30 days (from the date of Shipment of germplasm)
Our _____ branch at _____
(Name & Address of the _____ (branch) is liable to pay the guaranteed
amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve
Up on us at our _____ branch a written claim or demand and received by us at
our _____ branch on or before Dt _____ otherwise, the bank
shall be discharged Of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of Branch

SECTION-III
CONTRACT FORM

(Proforma of Agreement to be signed in Rs. 100.00 Non judicial stamp paper or equivalent legal document in the country of the bidder between Fisheries Department and the successful bidder)

THIS AGREEMENT made the _____ day of _____ 20__ between _____ (name of Purchaser) of _____ (country of Purchaser) (hereinafter " the purchaser") of the one part and _____ (Name of supplier) of _____ (city and country of Supplier) (hereinafter called " the Supplier") of the other part:

WHEREAS the Purchaser desirous to procure certain Goods viz. _____
(Brief Description of Goods) has accepted a bid by the Supplier for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Price Schedule in form of BOQ submitted by the Bidder;
 - (b) All conditions as in the NIT;
 - (c) Technical Specifications;
 - (d) Conditions of Contract; and
 - (e) Purchaser's Notification of Award.
3. In consideration of due payments to & made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects there in, **the Contract Price and any Other Sum** as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed

For and on behalf of Purchaser (one part)

Supplier (other side)

In the presence of

1.

1.

2.

2.

On behalf of one part

On behalf of other part

**PROFORMA FOR SUBMITTING FOR INTRODUCTION OF LIVE AQUATIC
ANIMALS/GERMPLASM (eyed ova)
(INFORMATION TO BE SOUGHT FROM THE EXPORTING AGENCY)**

A.	<i>Import Details</i>
1.	Average Weight (g):
2.	Average dia. (in Cms)
3.	Photograph of eggs to be imported
B.	<i>Genetic Profile</i>
1.	Wild/Captive/domesticated/developed:
2.	If wild, area of collection:
3.	If captive – Number of generations held in hatchery
4.	If domesticated – Number of generations undergone domestication:
5.	If developed – Originals/stocks used for development
6.	Genetic mechanism used for developing (Selection/Hybridization/Chromosome Engineering/Genetic Engineering/Combined (Please Specify))
7.	Strain No./Name:
8.	Genetic Stability of characters developed
C.	<i>Quarantine Profile</i>
1.	Parasites and other diseases recorded, if any, in wild:
2.	Parasites and other diseased, recorded in farmed stocks:
3.	a) Has any OIE/NACA or list of diseases of concern to India been reported from exporting Country: b) If yes so, give details
4.	Has it been reported from candidate species from exporting country
5.	a) Has there been any disease outbreak in the farm from where import is proposed: b) If Yes so, give details
6.	a) Is there any active surveillance in the exporting country: b) Does the particular hatchery/farm from where the species is imported is covered by a national aquatic health surveillance system: c) Has this particular hatchery or farm been declared free of any diseases (if yes, specify please)
7.	Name and Designation of the Officer, who would sign pre movement certificate
8.	Details of the earlier export of the same species from the farm/hatchery from where import is planned:
9.	The date and details with address of organization to which earlier exports have been sent:
10.	Is pre-shipment quarantine possible from exporting country? If so type of quarantine and certification
11.	Routine packaging and shipment details