GOVERNMENT OF KERALA
Department of Fisheries
State Fisheries Resource Management Society (FIRMA)

TC 15/1746,“Reshmi”, Forest lane, Vazhuthakkad, Thircaud.P.O, Thiruvananthapuram 695014
Email: firmatvm@gmail.com
Phone: 0471-2335667
e- RETENDER NOTICE

No. FIRMA/183(1)/12/(1) Date: 07.09.2015

1. The Executive Director State Fisheries Resource Management Society (FIRMA) (Department of Fisheries, Kerala) invites competitive tenders under two cover system (technical and price bid) for supply, installation and mooring of batteries of fish cages/ aquaculture cages (grow-out cages, fingerling rearing cages), floating storage sheds, floating platforms/ catwalk, fish landing jetties etc. for fish culture in reservoirs/ lakes. The reservoirs/ lakes identified are 1. Pazhassi Reservoir in Kannur district, 2. Kalpuzha Lake in Ullanam in Malappuram district and 3. Malampuzha Reservoir in Palakkad district of Kerala.

2. The reservoir indicated third above is tentative and may change.

3. Registered Manufacturers/Companies/ Suppliers/ Dealers having experience in carrying out such assignment on production of proof in support of work executed are eligible to apply and participate in the tender. They must have technical personnel(s) to facilitate the assignments having adequate experience in the work.

4. Number of cages:

<table>
<thead>
<tr>
<th>Reservoir/ Lake</th>
<th>Number of cage units*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pazhassi Reservoir</td>
<td>Total: 60 cage units; 10 batteries of cages; each battery with 6 cages, totally 48 grow-out cage units and 12 fingerling/ nursery cage units</td>
</tr>
<tr>
<td>2. Kalpuzha Lake</td>
<td>Total: 102 cage units; 17 batteries of cages; each battery with 6 cages Totally 82 grow-out cage units and 20 fingerling/ nursery cage units</td>
</tr>
<tr>
<td>3. Malampuzha Reservoir**</td>
<td>Total:60 cage units; 10 batteries of cages; each battery with 6 cages totally 48 grow-out cage units and 12 fingerling/ nursery cage units</td>
</tr>
</tbody>
</table>

* A cage unit includes a net cage of appropriate type, frame, hand rail, bird protection net, outer predator net and other associated structures. To allow changing of net cages (as the fish grow during the grow-out phase) the number of grow-out net cages required is double the number of grow-out units indicated above i.e., the number of grow-out net cages required is 96 in Pazhassi Reservoir, 164 in Kalpuzha Lake and 96 in Malampuzha Reservoir (Details on mesh size etc. are provided elsewhere below).
5. Specifications of cages and other structures required are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
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<tr>
<td>Cage frame</td>
<td>Modular floating cage frame made of virgin HDPE floating pontoons of dimensions 1000 mm X 500 mm X 400 mm (double cube weight: 12.50 kg); and 500mm X 500 mm X 400 mm (single cube weight: 7kg); load capacity: 350kg/ square metre; weight tolerance: + 5%: Cage dimension 6 X 4 X 4 metre. Top surface should have anti-skid checkered finish. Frame structure should have provisions to insert solar lamps. In Pazhassi Reservoir: Total: 60 cage units; 10 batteries of cages, each battery with 6 cages. (48 grow-out cage units and 12 fingerling/ nursery cage units). In Kalpuzha Lake: Total: 102 cage units; 17 batteries of cages, each battery with 6 cages (82 grow-out cage units and 20 fingerling/ nursery cage units). In Malampuzha Reservoir: Total: 60 cage units; 10 batteries of cages, each battery with 6 cages. (48 grow-out cage units and 12 fingerling/ nursery cage units).</td>
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<td>Hand rails</td>
<td>The cage frame is fitted with non corrosive GI hand rails of 20 mm thickness and lined with dual layer of poly propylene ropes of 20 mm diameter to enhance safety and to serve as additional support on all sides including centre walkway; height: 3 feet. (Cage dimension 6 X 4 X 4 metre).</td>
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<td>Anchoring provision</td>
<td>Weight of minimum 100 kg, provided for suspension on diagonally opposite sides of frame with 20 mm diameter poly propylene ropes. For each battery of cages minimum anchoring should be 200 kg or more as per the site requirement. (Cage dimension 6 X 4 X 4 metre).</td>
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<td>Nursery net cage/ Fingerling net cage</td>
<td>Rectangular in shape; Size: 6 m X 4m X 4 m; bottom closed flat; provision for reducing the depth in case of lowering of depth of the water body. Material: HDPE knotless net; 48 ply; 540 D; mesh size: 10 mm (knot to knot / diagonal); Top should be lined with 8-10 mm polypropylene rope with 8 loops of 10 mm thickness and 1.50 inch diameter at 8 places at equal distance; the same 8 places should be lined from top to bottom with 8-10 mm polypropylene rope and connection at bottom middle. Bottom should be flat closed with the same webbing. To keep the bottom of the cages in position ballasts or provision/loops with sufficient weights should be provided. Number of Nursery net cage/ Fingerling net cage: 44 (ie., 12 numbers in Pazhassi Reservoir + 20 numbers in Kalpuzha Lake+ 12 numbers in Malampuzha Reservoir)</td>
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| Grow-out net cage           | Rectangular in shape; Size: 6 m X 4m X 4 m: Bottom closed flat: provision for reducing the depth in case of lowering of depth of the water body. Top should be lined with 8-10 mm polypropylene rope with 8 loops of 10 mm thickness and 1.50 inch diameter at 8 places at equal distance; the same 8 places should be lined from top to bottom with 8-10 mm
poly propylene rope and connection at bottom middle. Bottom should be flat closed with the same webbing.
To keep the bottom of the cages in position ballasts/provision/loops with sufficient weights should be provided.
Total number of grow-out net cages: 356 (i.e., 96 numbers in Pazhassi Reservoir + 164 numbers in Kalpuzha Lake + 96 numbers in Malampuzha Reservoir).
Material: HDPE knotless net; Half the number of cages should be with 20 mm mesh size (knot to knot/diagonal), 72 ply and 540 D. The other half should be with 36 mm mesh size, 120 ply and 540 D.

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<tr>
<th>Outer predator net</th>
<th>Rectangular in shape; Size: 14 m X 14m X 5 m: bottom: closed flat; Material: HDPE knotted net; twine: 280 D, 18 ply; mesh size: 50 mm (knot to knot/diagonal). The net should be able to cover all batteries (i.e., 10 batteries of cages in Pazhassi Reservoir, 17 batteries of cages in Kalpuzha Lake and 10 batteries of cages in Malmpuzha Reservoir)</th>
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<th>Work and storage shed (for storage of inputs and for two persons to stay)</th>
<th>Storage shed to be fabricated with GI framework, bottom platform of galvanized iron (GI) checkered plate and walls of pre painted galvanized iron (PPGI) corrugated sheets. Floating platform should have 1 m free work space in front of storage shed with slopping roof. 10 numbers of life jackets and 10 life buoys of good quality (with ISI mark/approved by MMD) should be provided. Number of work and storage shed: One each in Pazhassi Reservoir, Kalpuzha Lake and Malmpuzha Reservoir) i.e., Totally 3 numbers.</th>
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6. The entire work will be on turnkey basis.

7. Tenders may be submitted online, in the designated covers(s)/envelops on the e-Government Procurement website (GP website). Tenders submitted manually will under no condition be considered. However attested copies/original certificates/other items uploaded (see para 13 and 14 of this notice) are to be submitted manually/by speed post/by registered post) to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,“Reshmi”, Forest lane, Vazhuthakkad,
8. The tenders should be in the prescribed form which can be downloaded from the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Tenders which are not in the prescribed form will be summarily rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

9. Tenders can be submitted from 10 A.M. on 09.09.2015 Intending tenderers should submit their tenders before 2.00 P.M. on 25.09.2015 No tender received after the specified date and time will be accepted on any account.

10. The supply and installation of cages and all other related work shall be completed within a maximum period of three months from the date of receipt of work order.

11. Tender documents and tender schedule can be downloaded from the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

12. The cost of tender form is as per the provisions in Store Purchase Manual, 2013 of Government of Kerala. The cost of tender form viz., Rs. 25000/- plus VAT @14.50% shall be remitted as online payment.

13. Scanned copies of 1. Registration certificate/ licence of the firm/ supplier and/ or authorized dealership certificate 2. Permanent Account Number (PAN) card 3. CST registration certificate and/ or VAT registration certificate 4. Experience certificate/ certificate in support of work executed 5. Income tax clearance certificate/ income tax return for the last year and 6. Self declaration to the effect that the firm has sufficient technical personnel(s) with adequate experience to undertake the assignment are to be uploaded in the e-Procurement portal.

14. Online tenders are to be accompanied by a preliminary agreement executed in Kerala Stamp paper worth Rs. 500/- (format given in annexure 1). Original of the preliminary agreement uploaded is to be submitted manually/ by speed post/ by registered post to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,”Reshmi”, Forest lane, Vazhuthakkad, Thycaud.P.O, Thiruvananthapuram 695014 so as to reach him before the date of opening of the technical bid viz., 2 P.M. on 29.09.2015.

15. Original/ attested copies of the items uploaded vide para 13 and 14 are to be submitted manually/ by registered post/ speed post to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,”Reshmi”, Forest lane, Vazhuthakkad, Thycaud.P.O, Thiruvananthapuram 695014 in a sealed cover super scribing on the cover “CERTIFICATES FOR TENDER FOR CAGES” so as to reach him before the date of opening of the technical bid viz., 2 P.M. on 29.09.2015.

16. Tenders received online without the scanned copies of various certificates/ other items indicated in para 13 above and preliminary agreement executed in Kerala Stamp Paper worth Rs. 500/- (para 14) will be summarily rejected.
17. The cover -1 Technical bid will be opened at 2.00 PM on 29.09.2015 in the office of the undersigned in the presence of the bidders or their authorized representatives who are present at that time. If the office happens to be closed on the date specified for opening of the bids, the bids will be opened on the next working day at the same time and venue unless otherwise notified.

18. The Cover II (Price bid) should be submitted as per the schedule provided in para 25 given below. Price bid of those bidders whose technical bid qualifies in the technical evaluation shall only be opened.

19. The Executive Director, FIRMA shall have the exclusive right to accept or reject any one or all tenders without assigning any reason thereof.

20. The Executive Director, FIRMA shall have the exclusive right to place supply/ work order in full or in part to the successful bidder according to the availability of fund. The work order may also be placed for any one or more reservoirs/lakes. He has the exclusive right to include any items in full or in part in the supply order/ work order or exclude any items in full or in part from the supply order/ work order according to the fund availability. He also has the right to place supply order in batches depending up on the availability of fund for the purpose. The tenderer is also liable to supply any item in excess of the number/ quantity indicated in the tender document at the same rate and under the same conditions of supply/ work, in case any additional number/ quantity is required by FIRMA, within the period of the contract.

21. The general layout of each battery of cages will be as follows.

```
6 m  1 m  6m
4m
4m
4m
```

Note: The nursery/ fingerling rearing cages may be arranged either as separate batteries or may be included in the batteries of grow- out cages (one or more nursery cages in selected or all batteries of grow- out cages). For example one or two cages in the above lay out can be nursery cages and the rest can be grow- out cages).

22. The batteries of cages may be arranged in two columns, one on either side of the work and storage shed and should have provision/ continuous connectivity to walk from battery to battery of cages as a single or as two units (on either side of the shed in two columns) depending up on the site conditions.

23. The tenderer is expected to quote rate for individual items as shown in the schedule (provided in para 25 below) as well as for the entire work in each reservoir/ lake. He may also quote the total amount for undertaking the work in all the three water bodies, if he is interested. For comparison of rate and for taking decisions on acceptance/ rejection, the total amount quoted for each reservoir/ water body (for the supply and erection of the whole structure in each reservoir/ water body) will be based on.
24. FIRMA shall not be responsible for any technical error / snag/ delay in downloading the tender document or in uploading the documents.

25. Schedule of materials:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item</th>
<th>Specification</th>
<th>Quantity / Rate (Rs.)</th>
<th>Total amount (Rs.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAZHASSI RESERVOIR</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Lumpsum</td>
<td></td>
<td></td>
</tr>
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<td>2</td>
<td>Hand rails</td>
<td>The cage frame is fitted with non corrosive GI hand rails of 20 mm thickness and lined with dual layer of poly propylene ropes of 20 mm diameter to enhance safety and to serve as additional support on all sides including centre walkway; height: 3 feet. (Cage dimension 6 X 4 X 4 metre).</td>
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<td>Anchoring provision</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Nursery net cage/</td>
<td>Rectangular in shape; Size: 6 m X 4m X 4 m; bottom closed flat;</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **Fingerling net cage** | provision for reducing the depth in case of lowering of depth of the water body. 
Material: HDPE knotless net; 48 ply; 540 D; mesh size: 10 mm (knot to knot / diagonal); 
Top should be lined with 8-10 mm poly propylene rope with 8 loops of 10 mm thickness and 1.50 inch diameter at 8 places at equal distance; the same 8 places should be lined from top to bottom with 8-10 mm poly propylene rope and connection at bottom middle. Bottom should be flat closed with the same webbing. 
To keep the bottom of the cages in position ballasts or provision/ loops with sufficient weights should be provided.
Number of Nursery net cage/ Fingerling net cage: 12. |
| **Grow-out net cage** | Rectangular in shape; Size: 6 m X 4m X 4 m: Bottom closed flat: provision for reducing the depth in case of lowering of depth of the water body. 
Top should be lined with 8-10 mm poly propylene rope with 8 loops of 10 mm thickness and 1.50 inch diameter at 8 places at equal distance; the same 8 places should be lined from top to bottom with 8-10 mm poly propylene rope and connection at bottom middle. Bottom should be flat closed with the same webbing.
To keep the bottom of the cages in position ballasts or provision/ loops with sufficient weights should be provided.
Total number of grow- out net cages: 96 numbers. 
Material: HDPE knotless net; Half the number of net cages should be with 20 mm mesh size (knot to knot/ diagonal), 72 ply and 540 D and the other half should be with 36 mm mesh size, 120 ply and 540 D. 
48 number of grow- out net cages- 36 mm mesh size (knot to knot/diagonal) |
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<th>No.</th>
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<tbody>
<tr>
<td>6</td>
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<td>Rectangular in shape; Size: 6 m X 4 m. Material: HDPE knotted twisted net; twine: 280 D, 18 ply; mesh size: 50 mm (knot to knot/ diagonal). The net should be provided with necessary loops to ensure proper tying on the four corners. For all Nursery cage units/ fingerling cage units and grow-out cage units i.e., totally 60 numbers (For 10 batteries of 6 cages each; Cage dimension 6 X 4 X 4 metre)</td>
<td>60</td>
</tr>
<tr>
<td>7</td>
<td>Outer predator net</td>
<td>Rectangular in shape; Size:14 m X 14 m X 5 m: bottom: closed flat; Material: HDPE knotted net; twine: 280 D, 18 ply; mesh size: 50 mm (knot to knot/ diagonal). The net should be able to cover all batteries (ie., 10 batteries of cages of 6 cages each; Cage dimension 6 X 4 X 4 metre)</td>
<td>10</td>
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<td>8</td>
<td>Work and storage shed (for storage of inputs and for two persons to stay)</td>
<td>Storage shed to be fabricated with galvanized iron (GI) framework, bottom platform of GI checkered plate and walls of pre painted galvanized iron (PPGI) corrugated sheets. Floating platform should have 1 metre free work space in front of storage shed with slopping roof. 10 numbers of life jackets and 10 life buoys of good quality (with ISI mark/ approved by MMD) should be provided. Number of work and storage shed required: One.</td>
<td>1 (Lumpsum)</td>
</tr>
<tr>
<td>9</td>
<td>Solar lighting</td>
<td>Solar lights to light all 4 corners and in the shed to light full night and one solar light adjacent to the shore (including solar panels) (For 10 batteries of 6 cages each; Cage dimension 6 X 4 X 4 metre)</td>
<td>(6 lights and necessary solar panels) Lumpsum</td>
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<td>10</td>
<td>Floating jetty/ platform</td>
<td>Size 5m X 3m: the plat form should be provided with rope (nylon/ poly propylene) to connect with the</td>
<td>1</td>
</tr>
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<td>No.</td>
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<td>4</td>
<td>Nursery net cage/Fingerling net cage</td>
<td>Rectangular in shape; size: 6 m X 4 m X 4 m; bottom closed flat; provision for reducing the depth in case of lowering of depth of the water body. Material: HDPE knotless net; 48 ply;</td>
<td>20</td>
</tr>
<tr>
<td>540 D; mesh size: 10 mm (knot to knot / diagonal); Top should be lined with 8-10 mm poly propylene rope with 8 loops of 10 mm thickness and 1.50 inch diameter at 8 places at equal distance; the same 8 places should be lined from top to bottom with 8-10 mm poly propylene rope and connection at bottom middle. Bottom should be flat closed with the same webbing. To keep the bottom of the cages in position ballast or provision/ loops with sufficient weights should be provided. Number of Nursery net cage/ Fingerling net cage: 20.</td>
<td>82 (36 mm mesh size)</td>
<td>82 (20 mm mesh size)</td>
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### MALAMPUZHA RESERVOIR

| No. | Item Description | Details | Rate/Cost
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<td>4</td>
<td>Nursery net cage/ Fingerling net cage</td>
<td>Rectangular in shape; Size: 6 m X 4 m X 4 m; bottom closed flat; provision for reducing the depth in case of lowering of depth of the water body. Material: HDPE knotless net; 48 ply; 540 D; mesh size: 10 mm (knot to knot/diagonal); Top should be lined with 8-10 mm polypropylene rope with 8 loops of</td>
<td>12</td>
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<tr>
<td></td>
<td>Number</td>
<td>Description</td>
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<tr>
<td>10 mm thickness and 1.50 inch diameter at 8 places at equal distance; the same 8 places should be lined from top to bottom with 8-10 mm poly propylene rope and connection at bottom middle. Bottom should be flat closed with the same webbing. To keep the bottom of the cages in position ballasts or provision/loops with sufficient weights should be provided. Number of Nursery net cage/ Fingerling net cage: 12.</td>
<td>5</td>
<td>Grow-out net cage Rectangular in shape; Size: 6 m X 4 m X 4 m: Bottom closed flat: provision for reducing the depth in case of lowering of depth of the water body. Top should be lined with 8-10 mm poly propylene rope with 8 loops of 10 mm thickness and 1.50 inch diameter at 8 places at equal distance; the same 8 places should be lined from top to bottom with 8-10 mm poly propylene rope and connection at bottom middle. Bottom should be flat closed with the same webbing. To keep the bottom of the cages in position ballasts or provision/loops with sufficient weights should be provided. Total number of grow-out cages: 96 numbers. Material: HDPE knotless net; Half the number of cages should be with 20 mm mesh size (knot to knot/diagonal), 72 ply and 540 D and the other half should be with 36 mm mesh size, 120 ply and 540 D. 48 number of grow-out net cages- 36 mm mesh size (knot to knot/diagonal), 120 ply and 540 D. 48 number of grow-out net cages- 20 mm mesh size (knot to knot/diagonal), 72 ply and 540 D.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>48 (36 mm mesh size)</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>48 (20 mm mesh size)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>Bird protection net Rectangular in shape; Size: 6 m X 4 m. Material: HDPE knotted twisted net; twine: 280 D, 18 ply; mesh size: 50</td>
<td></td>
</tr>
</tbody>
</table>
mm (knot to knot/ diagonal). The net should be provided with necessary loops to ensure proper tying on the four corners.  
For all Nursery cage units/ fingerling cage units and grow- out cage units ie., totally 60 numbers  
(For 10 batteries of 6 cages each; Cage dimension 6 X 4 X 4 metre)

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<tbody>
<tr>
<td>7</td>
<td>Outer predator net</td>
<td>Rectangular in shape; Size:14 m X 14m X 5 m: bottom: closed flat; Material: HDPE knotted net; twine: 280 D, 18 ply; mesh size: 50 mm (knot to knot/ diagonal). The net should be able to cover all batteries ( ie., 10 batteries of cages of 6 cages each; cage dimension 6 X 4 X 4 metre)</td>
</tr>
<tr>
<td>8</td>
<td>Work and storage shed (for storage of inputs and for two persons to stay)</td>
<td>Storage shed to be fabricated with galvanized iron (GI) framework, bottom platform of GI checkered plate and walls of pre painted galvanized iron (PPGI) corrugated sheets. Floating platform should have 1 metre free work space in front of storage shed with slopping roof. 10 numbers of life jackets and 10 life buoys of good quality (with ISI mark/ approved by MMD) should be provided. Number of work and storage shed: One.</td>
</tr>
<tr>
<td>9</td>
<td>Solar lighting</td>
<td>Solar lights to light all 4 corners and in the shed to light full night and one solar light adjacent to the shore (including solar panels) (For 10 batteries of 6 cages each; cage dimension 6 X 4 X 4 metre)</td>
</tr>
<tr>
<td>10</td>
<td>Floating jetty/ platform</td>
<td>Size 5m X 3m: the plat form should be provided with rope (nylon/ poly propylene) to connect with the adjacent land. Number of floating jetty/ platform required : One</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT FOR MALAMPUZHA RESERVOIR

* see para 2 above
Grand total (for Pazhassi Reservoir, Kalpuzha Lake and for Malampuzha Reservoir):
Rs........................................................................................................................................................................

Grand total (in words)
Rupees........................................................................................................................................................................
........................................................................................................................................................................only.

26. (a) The amount quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) Service tax, if any to be paid, should also be included. The amount agreed by the contractor less the applicable service tax, if any, only will be paid to the contractor. The service tax so deducted will be remitted by FIRMA under appropriate heads.

(c) The amount quoted should be inclusive of all transportation charges, delivery charges, loading and unloading charges and all other charges including cost of installation at the respective sites.

(d) In case payment of customs/excise duty is to be made by FIRMA, FIRMA will pay the duty on the “unloaded invoice price” only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

27. The rates quoted will be considered firm for acceptance for a minimum period of twelve months or till the completion of the work whichever is late. Tenders with price variation clause and/or ‘subject to prior sale’ condition are liable to be rejected.

28. Every tenderer should remit along with his tender, an earnest money of 3.25 lakhs (Rupees three lakhs and twenty five thousand only). The amount may be paid by online remittance into the bank account. The earnest money deposit (EMD) of the unsuccessful tenderers will be returned after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract.

29. The technical bid will be opened on 29.09.2015 at 2.00 P.M. in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

30. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will be forfeited to FIRMA or such action taken against him as FIRMA think fit.

31. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark/ other certifying agencies or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the items are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. FIRMA reserves the right to reject offers for import of goods if the Import Trade
Control Policy in force at the time of award of the contract prohibits or restricts such imports.

32. The final acceptance of the tenders rests entirely with FIRMA who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

33. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

34. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer’s charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 35 below.

35. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender as earnest money deposit. The amount of security may be provided as crossed Demand Draft in favour of the EXECUTIVE DIRECTOR, FIRMA or deposited in the manner prescribed by FIRMA in Nationalized Banks/ Government Treasury Savings Bank and the Pass Book pledged to the EXECUTIVE DIRECTOR, FIRMA or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the EXECUTIVE DIRECTOR, FIRMA. Letters of guarantee in the prescribed form for the amount of security from a Nationalized Bank will also be considered enough at the discretion of FIRMA. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to FIRMA and contract arranged elsewhere at the defaulter’s risk and any loss incurred by FIRMA on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b). In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of FIRMA, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to FIRMA shall thereby together with such sums as may be fixed by FIRMA towards damages be recovered from the defaulting tenderer.

(c). Even in cases where no alternate purchases are arranged for the items not supplied, the proportionate portion of the security deposit based on the cost of the items not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d). If the contractor fails to deliver all or any of the items or perform the service within the time/period(s) specified in the contract, FIRMA shall without prejudice to its other
remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 1% of the price of the delayed items or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed items or services. Once the maximum is reached, FIRMA may consider termination of the contract at the risk and cost of the contractor.

36. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between FIRMA and the contractor, FIRMA shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from FIRMA/ Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

37. (a) All payments to the contractors will be made by FIRMA in due course (i) either by Departmental cheques payable at the Kerala Government Treasuries; or (ii) by cheques or drafts drawn on Nationalized banks (payable at any of their Principal Branches in India).

(b) All incidental expenses incurred by FIRMA for making payments outside THIRUVANANTHAPURAM shall be borne by the contractor.

38. No advance payment will be made to the contractor. All payments will be made only after the supplies are actually verified and taken to stock and the facilities (cages and other structures) are installed to the satisfaction of FIRMA. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases. 30% payment will be effected to the contractor on supply of the items at the site. 60% on installation of the cages and other facilities at the site, to the satisfaction of FIRMA. 10% will be released after 3 months of completion of the work and on performance of the facilities installed, to the satisfaction of FIRMA.

39. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of FIRMA who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

40. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the
contractor shall have rendered himself liable to damages amounting to the whole of his
security deposits, the contract shall, thereupon, after notice given by FIRMA to the
contractor, be determined and FIRMA may complete the contract in such time and manner
and by such persons as FIRMA shall think fit. But such determination of the contract shall
be without any prejudice to any right or remedy of FIRMA against the contractor or his
sureties in respect of any breach of contract therefore committed by the contractor. All
expenses and damages caused to FIRMA by any breach of contract by the contractor
shall be paid by the contractor to FIRMA and may be recovered from him under the
provisions of the Revenue Recovery Act in force in the State.

41. (a). In case the contractor fails to supply the items and deliver the services within the time
provided for delivery of the same, or in case the contractor commits any breach of any of
the covenants, stipulations and agreements herein contained, and on his part to be
observed and performed, then and in any such case, it shall be lawful for FIRMA (if it think
fit to do so) to arrange for the purchase of the said items/services and things from
elsewhere and in case FIRMA have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time
during the continuance of this contract be payable by the contractor to FIRMA under and
by virtue of this contract, it shall be lawful for FIRMA from and out of any moneys for the
time being payable or owing to the contractor from the Government/FIRMA under or by
virtue of this contract or otherwise to pay and reimburse to the Government/FIRMA all
such costs, damages and expenses they may have sustained, incurred or been put to by
reason of the purchase made elsewhere and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time
being be payable by the contractor aforesaid.

(b). In case any difference or dispute arises in connection with the contract, all legal
proceeding relating to the matter shall be instituted in the Court in Trivandrum.

42. Any sum of money due and payable to the contractor (including security deposit returnable
to him) under this contract may be appropriated by FIRMA and set off against any claim of
FIRMA or Government for the payment of a sum of money arising out of or under any
other contract made by the contractor with FIRMA or Government or any other person
authorized by Government. Any sum of money due and payable to the successful tenderer
or contractor from FIRMA/Government shall be adjusted against any sum of money due
to Government from him under any other contracts.

43. Every notice hereby required or authorized to be given may be either given to the
contractor personally or left at his residence or last known place of abode or business, or
may be handed over to his agent personally, or may be addressed to the contractor by
post at his usual or last known place of abode or business and if so addressed and
posted, shall be deemed to have been served on the contractor on the date on which, in
the ordinary course of post, a letter so addressed and posted would reach his place of
abode or business.

44. The tenderer shall undertake to supply materials according to the standard sample and/or
specifications.

45. No representation for enhancement of rates once accepted will be considered by FIRMA.
46. Any attempt on the part of the tenderers or their agents to influence FIRMA or any officials of the Government in their favour by personal canvassing with the officers concerned will disqualify the tenderers.

47. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

48. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or ‘freight to pay’ will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so dispatched as to reach FIRMA not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately. FIRMA will not be responsible for any sample if found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

49. The tenderer will invariably furnish the following certificate with their bills for payment:-
“Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under, Certified further that we (or our Branch or agent) (Address)…………………………………………………………………. are registered as dealers in the State of ................................................................. under Registration No. ……………………………………………….. for purposes of sales tax.”

50. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by FIRMA.

51. In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the Principal Secretary (Fisheries) / Secretary (Fisheries) and his decision shall be final and conclusive and binding on both the parties (FIRMA and the contractor).

52. The tenderer should upload with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs. 500/- purchased in the Kerala State. A specimen form of agreement is given as annexure. Tenders without the agreement in stamped paper will be rejected outright.

53. Further details if any required, can be obtained from the office of the undersigned during office hours on working days from 10.30 AM on 09.09.2015 to 11.00 A.M. on 25.09.2015 Details are also available on Government website www.kerala.gov.in
54. If not otherwise specified all conditions of tenders in Kerala Government will be applicable to this tender also.

**GENERAL TERMS AND CONDITIONS OF E- TENDERING**

This tender is an e-Tender and is being published online for the supply, installation and mooring of batteries of fish cages/ aquaculture cages (grow-out cages, fingerling rearing cages), floating storage sheds, floating platforms/ catwalk, fish landing jetties etc. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (https://www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in

**A. Online bidder registration process:**

i. Bidder should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

ii. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 or through email: etendershelp@kerala.gov.in for assistance in this regard.

**B. Online tender process:**

The tender process shall consist of the following.

i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, the cost of tender document shall be payable at the time of bid submission as stipulated in this tender document.

ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

iv. Opening of technical bid and short-listing of bidders: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
v. **Opening of financial bid (price bid):** Price bids of those bidders who qualify in the evaluation of technical bids shall only be opened on the date and time mentioned in the critical date’s section.

C. **Document comprising bid:**

**The first stage (pre-qualification or technical bid):**

Pre-qualification or technical proposal shall contain the scanned copies of the following documents which every bidder has to upload: i. Registration certificate/licence of the firm/supplier and/or authorized dealership certificate, ii. Permanent Account Number (PAN) card iii. CST registration certificate and/or VAT registration certificate iv. Experience certificate/certificate in support of work executed, v. Income tax clearance certificate/income tax return for the last one year vi. Self declaration to the effect that the firm has sufficient technical personnel(s) with adequate experience to undertake the assignment vii. Preliminary agreement in Kerala stamp paper worth Rs. 500/-

FIRMA doesn’t take any responsibility for any technical snag or failure that has taken place during document upload.

**Second stage (financial bid or price bid):**

The Bidder shall complete the price bid as per the format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder’s computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:**

Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non-responsive and rejected.

D. **Payment of cost of tender form and earnest money deposit (EMD):**

The bidder shall pay cost of tender form and earnest money deposit as indicated elsewhere in the tender document by online payment mode. These can be paid in the following manner through e-payment facility provided by the e-Procurement system:

i. State Bank of Travancore (SBT) Internet Banking: If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT’s internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

ii. National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS): If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT/RTGS
option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt number, the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

iii. As NEFT payment status confirmation is not received by e-procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

iv. For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT / RTGS payment should be done according to the following guidelines:

i. Single transaction for remitting cost of tender form and EMD: Bidder should ensure that the cost of tender document and EMD are remitted as one single transaction.

ii. Account number as per Remittance Form only: Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that cost of tender form and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender. Bidders must ensure that the banker inputs the account number (which is case sensitive) as displayed in the remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

iii. Only NEFT / RTGS remittance is allowed: Account to account transfers, State Bank Group Transfers (GRPT), payments from NRE accounts, SWIFT transfers, IMPS or cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.

iv. Amount as per remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

v. UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-procurement system for tracking the payment.

vi. One remittance form per bidder and per bid: The remittance form provided by e-procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.
Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor’s bid will be evaluated only if payment status against bidder is showing “success” during bid opening.

E. Tender submission process:

i. For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of cost of tender document and EMD.

ii. For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

iii. It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Sd/-
Executive Director
State Fisheries Resource Management Society (FIRMA)
(Department of Fisheries, Kerala)
ANNEXURE 1
(To be executed on Kerala stamp paper worth Rs. 500/-)

AGREEMENT

Articles of agreement executed on this the ........ day of ........................................
.......................................................... between the Executive Director, State Fisheries Resource
Management Society (FIRMA) (hereinafter referred to as “FIRMA”) of the one part and
Shri.......................................................... ..........................................................
(H.E. name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other
part.

WHEREAS in response to the Notification No.……………….. dated ………………….. the
bounden has submitted to FIRMA a tender for the ........... ...........................
.......................................................... specification therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with FIRMA a sum of ...
.......................................................... as earnest money for execution of an agreement
undertaking the due fulfillment of the contract in case his tender is accepted by the FIRMA.

NOW THESE PRESNTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by FIRMA and the contract for
.......................................................... is awarded to the bounden, the bounden shall within ..............days of acceptance of his tender
execute an agreement with FIRMA incorporating all the terms and conditions under which the
FIRMA accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and
conditions governing the contract, FIRMA shall have power and authority to recover from the
bounden any loss or damage caused to FIRMA by such breach as may be determined by FIRMA
by appropriating the earnest money deposited by the bounden and if the earnest money is found
to be inadequate the deficit amount may be recovered from the bounden and his properties
movable and immovable in the manner hereinafter contained.

3. All sums found due to FIRMA under or by virtue of this agreement shall be recoverable from
the bounden and his properties movable and immovable under the provisions of the Revenue
Recovery Act for the time being in force as though such sums are arrears of land revenue and in
such other manner as FIRMA may deem fit.

In witness whereof

Shri.......................................................... ..........................................................
(H.E. name and designation) for and on behalf of FIRMA and Shri.................................
..........................................................
Bounden have hereunto set their hands the day and year shown against their respective
signatures.
Signed by Shri. ........................................ (date) .............................................

In the presence of witnesses:
1. ..............................................................

2. ..............................................................

Signed by Shri. ........................................ (date) .............................................

In the presence of witnesses:
1. ..............................................................

2. ..............................................................
GOVERNMENT OF KERALA  
Department of Fisheries  
State Fisheries Resource Management Society (FIRMA)  
TC 15/1746,"Reshmi", Forest lane, Vazhuthakkad, Thykaud.P.O, Thiruvananthapuram 695014  
Email: firmatvm@gmail.com  
Phone: 0471-2335667

**e- RETENDER NOTICE**

No. FIRMA/183(1)/12/(3)  
Date: 07.09.2015

1. The Executive Director State Fisheries Resource Management Society (FIRMA) (Department of Fisheries, Kerala) invites competitive tenders under two cover system (technical and price bid) for the supply of good quality fish seed for its cage farming projects in Pazhassi Reservoir, Kalpuzha lake (Ullanam farm) and in Malampuzha Reservoir and for other projects implemented by FIRMA.

2. Registered fish seed hatcheries/seed producers/companies/seed suppliers/rearing farmers are eligible to apply and participate in the tender.

3. In this tender unless otherwise specified the term “fish seed” include seeds of fin fishes and shell fishes.

4. Specifications of fish seeds required are as follows:

<table>
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<tr>
<th>Species</th>
<th>Common name (English)</th>
<th>Common name (Malayalam)</th>
<th>Size/ age</th>
<th>Approximate number required / year</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Pangasius sutchii</em> (Black coloured)</td>
<td>Pangas/ striped cat fish</td>
<td>Malasian vala/ Assam vala</td>
<td>40-50 mm</td>
<td>350000</td>
</tr>
<tr>
<td><em>Etroplus suratensis</em></td>
<td>Pearl spot</td>
<td>Karimeen/ Erumeen</td>
<td>20-25 mm</td>
<td>250000</td>
</tr>
<tr>
<td><em>Chanos chanos</em></td>
<td>Milk fish</td>
<td>Poomeen</td>
<td>10-15 mm</td>
<td>100000</td>
</tr>
<tr>
<td><em>Mugil cephalus</em></td>
<td>Grey mullet</td>
<td>Thirutha</td>
<td>20-25 mm</td>
<td>100000</td>
</tr>
<tr>
<td><em>Horabagrus brachysoma</em></td>
<td>Yellow cat fish</td>
<td>Manja koori</td>
<td>Any size</td>
<td>50000</td>
</tr>
<tr>
<td><em>Channa diplogramus/ C. marulius/ C. striatus/ C. gachua, channa spp.</em></td>
<td>Snake heads</td>
<td>Varal/ Cheru meen</td>
<td>Any size</td>
<td>50000</td>
</tr>
<tr>
<td><em>Clarias dussumeiri</em></td>
<td>Common cat fish</td>
<td>Nadan mushi</td>
<td>Any size</td>
<td>50000</td>
</tr>
<tr>
<td><em>Heteropneustes fossilis</em></td>
<td>Stinging cat fish</td>
<td>Kari</td>
<td>Any size</td>
<td>50000</td>
</tr>
<tr>
<td><em>Anabas testudineus</em></td>
<td>Climbing perch</td>
<td>Karoop/ karippidi</td>
<td>Any size</td>
<td>50000</td>
</tr>
<tr>
<td><em>Macrobrachium rosenbergii</em></td>
<td>Giant freshwater prawn</td>
<td>Aattu konchu/ kalan konchu/ kuttanadan konchu</td>
<td>PL 20</td>
<td>2000000</td>
</tr>
<tr>
<td><em>Cyprinus carpio</em></td>
<td>Common carp</td>
<td>Sadharana carp</td>
<td>40 mm</td>
<td>100000</td>
</tr>
</tbody>
</table>

5. The number of seeds shown above is indicative. FIRMA has the exclusive right to change the number according to its actual requirement assessed from time to time. In the event of not getting sufficient seeds of any one or more species it may buy other species. It may also have the right to
change the size of any one/ or more varieties.

6. For some of the indigenous species indicated above commercial hatcheries do not exist. Tenderers are advised to quote for only those varieties which they are confident to supply. They may also indicate the exact period during which they can supply the seeds (see annexure 1).

7. The tenderer is expected to supply good quality/ healthy seeds (of appropriate size and age and free from diseases, parasitic infestation etc.) which are not weak, in all cases.

8. The seeds are to be supplied in oxygen filled polythene bags or in containers provided with continuous supply of oxygen, preferably in refrigerated trucks/ vehicles.

9. The present tender is for the supply of seeds for one year from the date of execution of the agreement. The exact time and locations of seed supply will be intimated by FIRMA as and when required.

10. All seeds may not be required in bulk. It is the estimated tentative requirement for one year. It may be supplied according to the time frame intimated by FIRMA.

11. The seed should be supplied to FIRMA at its project sites/ cage farming sites at Pazhassi reservoir area in Kannur district, Kalpuzha lake (Ullanam farm) in Malappuram district, Malampuzha reservoir in Palakkad district, Neyyar farm in Thiruvananthapuram district and at other places intimated by FIRMA as and when required (in other districts also).

12. The tenderer should supply good quality seeds at places and at time intimated by FIRMA. Failure to supply seed in time and at the appropriate places will attract penalty. If the tenderer fails to supply the seeds in time and at appropriate places or if he supplies poor quality seeds, FIRMA is at liberty to realize all losses incurred on account of the supply/ non supply from the tenderer. The loss calculated by FIRMA in such circumstance will be binding on the contractor. This is in addition to the penalty clause mentioned in other parts of the tender document.

13. Tenders can be submitted only online and in the designated covers(s)/ envelops on the e-Government Procurement website (GP website). Tenders submitted manually will under no condition be considered. However certificates/ other items uploaded (see para 17 and 18 of this notice) are to be submitted manually/ by speed post/ registered post to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,”Reshmi”, Forest lane, Vazhuthakkad, Thycaud. P.O, Thiruvananthapuram 695014 so as to reach him before the date of opening of the technical bid viz., 3 P.M. on 29.09.2015 (see para 19 below).

14. The tenders should be in the prescribed form which can be down loaded from the e- GP website www.etenders.kerala.gov.in. Tenders which are not in the prescribed form will be summarily rejected.

15. Tenders can be submitted from 1.P.M. on 10.09.2015 The tenders can be submitted up to 2.00 P.M. on 25.09.2015. Tenders received after the last date will under no condition be accepted.

16. Tender documents and tender schedule can be downloaded from the e- GP website www.etenders.kerala.gov.in.

17. Scanned copies of 1. Registration certificate/ licence of the hatchery/ supplier/ rearing farmer 2. Permanent Account Number (PAN) card 3. Income tax clearance certificate/ income tax return for the last one year 4. Supply schedule as per the format provided in annexure 1, and 5. Self declaration to the effect that the farm/ hatchery/ supplier has sufficient technical personnel(s) with adequate experience to undertake the assignment are to be uploaded in the e-Procurement portal. Original/ attested copies of the items uploaded (other than the Supply schedule as per the format provided in annexure 1) should be submitted manually/ by registered post/ speed post to the Executive Director, State Fisheries Resource Management Society (FIRMA).
18. Online tenders are to be accompanied by a preliminary agreement executed in Kerala Stamp paper worth Rs. 500/- (format given in annexure 2). Original of the preliminary agreement uploaded is to be submitted manually or by post to the Executive Director, State Fisheries Resource Management Society (FIRMA).

19. Original/ attested copies of the items uploaded vide para 17 (other than the Supply schedule as per the format provided in annexure 1) and original of the preliminary agreement mentioned in para 18 are to be submitted manually/ by registered post/ speed post to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,”Reshmi”, Forest lane, Vazhuthakkad, Thycud.P.O, Thiruvananthapuram 695014 in a sealed cover super scribing on the cover “CERTIFICATES FOR TENDER FOR FISH SEED” so as to reach him before the date of opening of the technical bid viz., 3 P.M. 29.09.2015.

20. The cost of tender form is as per the provisions in Store Purchase Manual, 2013 of Government of Kerala. The cost of tender form viz., Rs.25000/- plus VAT @14.50% shall be remitted as online payment.

21. Tenders received online without the scanned copies of various certificates indicated in para 17 above (other than the Supply schedule) and preliminary agreement executed in Kerala Stamp Paper worth Rs. 500/- will be summarily rejected.

22. The cover -1 (Technical bid) will be opened on at 3.00 PM on 29.09.2015 in the office of the undersigned in the presence of the bidders or their authorized representatives who are present at that time. If the office happens to be closed on the date specified for opening of the bids, the bids will be opened on the next working day at the same time and venue unless otherwise notified.

23. The Cover II (Price bid) should be submitted as per the schedule provided (as required in para 35 given below). Price bid of those bidders whose technical bid qualifies in the technical evaluation shall only be opened.

24. The Executive Director, FIRMA shall have the exclusive right to accept or reject any one or all tenders without assigning any reason thereof.

25. The Executive Director, FIRMA shall have the exclusive right to place supply order in full or in part to the successful bidder according to the availability of fund. The supply order may also be placed for any one or more places/reservoirs/lakes. He has the exclusive right to include any items in full or in part in the supply order or exclude any items in full or in part from the supply order according to the fund availability. The Executive Director also has the right to place supply order in batches depending up on the availability of fund for the purpose. The tenderer is also liable to supply any seed in excess of the quantity indicated in the tender document at the same rate and under the same conditions of supply, in case any additional number is required by FIRMA, within the period of the contract.

26. The tenderer is expected to quote rate for individual item (species/ size) as shown in the schedule (provided in para 35 below). He is free to quote rate for all or any one or more species/ sizes.

27. FIRMA shall not be responsible for any technical error / snag/ delay in downloading the tender document or in uploading the documents.

28. Only good quality seed will be accepted. The quality of seed will be assessed by FIRMA officials. The average size and approximate age of seed will also be assessed. Unsatisfactory seeds in terms of health, age, size, vigour or having fatigue, weakness etc. will be summarily rejected even if the seeds have reached the site. The contractor is not eligible to get any payment for such seeds. FIRMA may claim the losses incurred by it for organizing fish seed supply
programmes etc., if any arranged.

29. Before lifting seeds from the hatchery, the seeds should be well acclimatized to the salinity and other water quality conditions intimated by FIRMA.

30. At the time of stocking the number of seeds will be ascertained. It will be done by direct counting. If direct counting is not practical sampling may be resorted to. In that case simple random sampling method may be employed. For the purpose, a definite number of bags containing the seeds will be selected (sample) at random. The number of seeds in each selected bag will be counted fully. The total number of bags will also be counted. From these the total number of seeds will be estimated as follows.

\[
\text{Total number of bags (containing seeds): } N \\
\text{Number of bags (containing seeds) selected (sample size): } n \\
\text{Number of seeds in each bag} = a_1, a_2, a_3, a_4, \ldots \ldots \ldots a_n \\
\text{Average number of seeds in a bag} = \frac{a_1 + a_2 + a_3 + a_4 + \ldots \ldots \ldots + a_n}{n} \\
\text{Total number of seeds} = a \times N
\]

Note: Only good quality seeds will be counted.

31. The number so arrived at will be accepted by both FIRMA and the contractor. FIRMA will make payment based on the number so counted/ arrived at as above.

32. The seed counting will be done in the field itself in the presence of the seed supplier or his/ their representatives (possibly in the presence of public).

33. A certificate indicating the above details will be prepared and signed by the officials of FIRMA and the hatchery representative/ supplier or his representatives.

34. Payment will be given only to the actual number of seeds so arrived at as described in para 30 given above.

35. Schedule of seeds: The amount quoted should be for supply of the seeds at the site/ in the farm (please see para 11 above) as per the direction of FIRMA and should be inclusive of all charges.

<table>
<thead>
<tr>
<th>Species</th>
<th>Size/ age</th>
<th>Approximate number required / year</th>
<th>Rate per 100 seeds (Rs)</th>
<th>Total amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(Column 1)</em></td>
<td><em>(Column 2)</em></td>
<td><em>(Column 3)</em></td>
<td><em>(Column 4)</em></td>
<td><em>(Column 5)</em></td>
</tr>
<tr>
<td><em>Pangasius sutchii</em> (Black coloured)</td>
<td>40-50 mm</td>
<td>350000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Pangasius sutchii</em> (Black coloured)</td>
<td>80-100 mm</td>
<td>350000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Etroplus suratensis</em> (Black coloured)</td>
<td>20-25 mm</td>
<td>250000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Etroplus suratensis</em> (Black coloured)</td>
<td>30 mm or above</td>
<td>250000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Chanos chanos</em></td>
<td>10-15 mm</td>
<td>100000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Chanos chanos</em></td>
<td>20-25 mm</td>
<td>100000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Mugil cephalus</em></td>
<td>20-25 mm</td>
<td>100000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Horabagrus brachysoma</em></td>
<td>Any size</td>
<td>50000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Channa diplogramus/ C. marulius/ C. striatus/ channa gachua, channa spp.</em></td>
<td>Any size</td>
<td>50000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Clarias dussumeiri</em></td>
<td>Any size</td>
<td>50000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Heteropneustes fossilis</strong></td>
<td>Any size</td>
<td>50000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Anabas testudineus</strong></td>
<td>Any size</td>
<td>50000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Macrobrachium rosenbergii</strong></td>
<td>PL 20</td>
<td>2000000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cyprinus carpio</strong></td>
<td>40 mm</td>
<td>100000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL                        |          |       |

**Grand total**

Rupees…………………………………………………………………………………………………………………only

36. The contractor will permit officials of FIRMA to visit the hatchery/ seed production centre/ rearing centre in order to ascertain the quality of seeds and/ or hygienic conditions prevailing in the hatchery/ seed production centre/ rearing centre and/ or husbandry practices followed, if FIRMA so wishes.

37. Contractor will permit officials of FIRMA to take samples of fish seed, larvae, brooders, rearing water, feed, chemicals etc. in case FIRMA wishes so, with a view to ascertain their quality, composition etc.

38. FIRMA is at liberty to send such samples to any approved laboratories for investigation on quality of seeds, disease and /or parasitic infection etc. Results of such study/ investigation will be acceptable to both FIRMA and the contractor.

39. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

40. The rates will be considered firm for acceptance for a minimum period of 12 months. Tenders with price variation clause and/or ‘subject to prior sale’ condition are liable to be rejected.

41. Every tenderer should remit along with his tender, an earnest money deposit of 1.00 lakh. The amount may be paid by remittance into the bank account. The earnest money of the unsuccessful tenderers will be returned after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract.

42. The technical bid will be opened on 29.09.2015 at 3.00 P.M. in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

43. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to FIRMA or such action taken against him as FIRMA think fit.

44. (a) The tenderer shall clearly specify whether the seeds offered is certified by any agencies or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the items are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. FIRMA reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

45. The final acceptance of the tenders rests entirely with FIRMA who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

46. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer’s charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the
penalties set out in para 47.

47 (a). The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender as earnest money deposit. The amount of security may be provided as crossed Demand Draft in favour of the EXECUTIVE DIRECTOR, FIRMA or deposited in the manner prescribed by FIRMA in Nationalized Banks/ Government Treasury Savings Bank and the Pass Book pledged to the EXECUTIVE DIRECTOR, FIRMA or in Fixed Deposit Receipts of State Bank of Travancore/ State Bank of India endorsed in favour of the EXECUTIVE DIRECTOR, FIRMA. Letters of guarantee in the prescribed form for the amount of security from a Nationalized bank will also be considered enough at the discretion of FIRMA. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to FIRMA and contract arranged elsewhere at the defaulter’s risk and any loss incurred by FIRMA on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b). In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of FIRMA, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to FIRMA shall thereby together with such sums as may be fixed by FIRMA towards damages be recovered from the defaulting tenderer.

(c). Even in cases where no alternate purchases are arranged for the items not supplied, the proportionate portion of the security deposit based on the cost of the items not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d). If the contractor fails to deliver all or any of the seeds or perform the service within the time/period(s) specified in the contract, FIRMA shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 1% of the delivered price of the delayed items or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed items or services. Once the maximum is reached, FIRMA may consider termination of the contract at the risk and cost of the contractor.

48. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within two months after the expiration of the contract, but in the event of any dispute arising between FIRMA and the contractor, FIRMA shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

49. (a) All payments to the contractors will be made by FIRMA in due course (i) either by Departmental cheques payable at the Kerala Government Treasuries; or (ii) by cheques or drafts drawn on Nationalized banks (payable at any of their Principal Branches in India).

(b). All incidental expenses incurred by FIRMA for making payments outside Trivandrum shall be borne by the contractor.

50. No advance payment will be made to the contractor. All payments will be made only after the supplies are actually made to the satisfaction of FIRMA, verified and taken to stock. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases.

51. FIRMA will make payment for the seeds supplied within a period of one month of the receipt of the item(s), subject to the conditions provided in para 12 above.
52. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of FIRMA who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

53. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by FIRMA to the contractor, be determined and FIRMA may complete the contract in such time and manner and by such persons as FIRMA shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of FIRMA against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to FIRMA by any breach of contract by the contractor shall be paid by the contractor to FIRMA and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

54(a). In case the contractor fails to supply the seeds and deliver the services within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for FIRMA (if it think fit to do so) to arrange for the purchase of the said items/ services and things from elsewhere and in case FIRMA have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to FIRMA under and by virtue of this contract, it shall be lawful for FIRMA from and out of any moneys for the time being payable or owing to the contractor from the Government/ FIRMA under or by virtue of this contract or otherwise to pay and reimburse to the Government/ FIRMA all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b). In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court in Trivandrum.

55. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by FIRMA and set off against any claim of the FIRMA or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with FIRMA or Government or any other person authorized by FIRMA or Government. Any sum of money due and payable to the successful tenderer or contractor from FIRMA/ Government shall be adjusted against any sum of money due to FIRMA/ Government from him under any other contracts.

56. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last
known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

57. The tenderer shall undertake to supply seeds according to the standard sample and/or specifications.

58. No representation for enhancement of rates once accepted will be considered by FIRMA.

59. Any attempt on the part of the tenderers or their agents to influence FIRMA or any officials of the Government in their favour by personal canvassing with the officers concerned will disqualify the tenderers.

60. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

61. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or ‘freight to pay’ will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach FIRMA not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately. FIRMA will not be responsible for any sample if found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

62. (a) The amount quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) Service tax if any to be paid should also be included. The amount agreed by the contractor less the applicable service tax only will be paid to the contractor. In such cases service tax so deducted will be remitted by FIRMA under appropriate heads.

(c) The amount quoted should be inclusive of all transportation charges, delivery charges, loading and unloading charges and all other charges.

(d) In case payment of customs/excise duty is to be made by FIRMA, FIRMA will pay the duty on the “unloaded invoice price” only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

63. The tenderer will invariably furnish the following certificate with their bills for payment:- “Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under, Certified further that we (or our Branch or agent) (Address)……………………………………………………………….. are registered as dealers in the State of ……………………………………………………………. under Registration No. …………………………………………………………… for purposes of sales tax.”

64. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by FIRMA.

65. In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the Principal Secretary (Fisheries) / Secretary (Fisheries) and his decision shall be final and conclusive and binding on both the parties (FIRMA and the contractor).

66. The tenderer should upload with his tender an agreement executed and signed in Kerala Stamp
Paper of value Rs. 500/- purchased in the Kerala State. A specimen form of agreement is given as annexure. Tenders without the agreement in stamped paper will be rejected outright.

67. Further details can be obtained from the office of the undersigned during office hours on working days from 1.00 PM on 10.09.2015 to 11.00 A.M. on 25.09.2015. Details are also available on Government website [www.kerala.gov.in](http://www.kerala.gov.in).

68. If not otherwise specified all conditions of tenders in Kerala Government will be applicable to this tender also.

Sd/-
Executive Director
State Fisheries Resource Management Society (FIRMA)
(Department of Fisheries, Kerala)
GENERAL TERMS AND CONDITIONS OF E-TENDERING

This tender is an e-Tender and is being published online for the supply of fish feeds. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (https://www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A. Online bidder registration process:

Bidder should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 or through email: etendershelp@kerala.gov.in for assistance in this regard.

B. Online tender process:

The tender process shall consist of the following.

i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, cost of tender document shall be payable at the time of bid submission as stipulated in this tender document.

ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

iv. Opening of technical bid and short-listing of bidders: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

v. Opening of financial bid (price bid): Price bids of those bidders who qualify in the evaluation of technical bids shall only be opened on the date and time mentioned in the critical date’s section.

C. Document comprising bid:

The First Stage (Pre-qualification or technical bid):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:
i. Registration certificate/licence of the hatchery/supplier/rearing farmer
ii. Permanent Account Number (PAN) card
iii. Income tax clearance certificate/income tax return of last one year
iv. Supply schedule as per the format provided in annexure
v. Self declaration to the effect that the farm/hatchery/supplier has sufficient technical personnel(s) with adequate experience to undertake the assignment
vi. Preliminary agreement in Kerala stamp paper worth Rs 500/-

FIRMA doesn’t take any responsibility for any technical snag or failure that has taken place during document upload.

Second stage (financial bid or price bid):

The Bidder shall complete the price bid as per the format given for download along with this tender.

**Note:** *The blank price bid should be downloaded and saved on bidder’s computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.*

Fixed price:

Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non-responsive and rejected.

D. Payment of cost of tender form and earnest money deposit (EMD):

The bidder shall pay cost of tender form and earnest money deposit as indicated elsewhere in the tender document by online payment mode. These can be paid in the following manner through e-payment facility provided by the e-Procurement system:

i. **State Bank of Travancore (SBT) Internet Banking:** If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT’s internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

ii. **National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT/RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT/RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT/RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

**NEFT/RTGS payment should be done according to the following guidelines:**

i. Single transaction for remitting cost of tender form and EMD: Bidder should ensure that the cost of tender document and EMD are remitted as one single transaction.
ii. Account number as per Remittance Form only: Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that cost of tender form and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the account number (which is case sensitive) as displayed in the remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

iii. Only NEFT / RTGS remittance is allowed: Account to account transfers, State Bank Group Transfers (GRPT), payments from NRE accounts, SWIFT transfers, IMPS or cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.

iv. Amount as per remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

v. UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-procurement system for tracking the payment.

vi. One remittance form per bidder and per bid: The remittance form provided by e-procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “success” during bid opening.

E. Tender submission process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of cost of tender document and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Sd/-
Executive Director
State Fisheries Resource Management Society (FIRMA)
(Department of Fisheries, Kerala)
<table>
<thead>
<tr>
<th>Species</th>
<th>Size/ age</th>
<th>Approximate number required / year</th>
<th>Number that can be supplied in each month (November, 2015- October, 2016)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pangasius sutchii</td>
<td>40-50 mm</td>
<td>350000</td>
<td></td>
</tr>
<tr>
<td>(Black colour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pangasius sutchii</td>
<td>80-100 mm</td>
<td>350000</td>
<td></td>
</tr>
<tr>
<td>(Black colour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etroplus suratensis</td>
<td>20-25 mm</td>
<td>250000</td>
<td></td>
</tr>
<tr>
<td>Etroplus suratensis</td>
<td>30 mm or above</td>
<td>250000</td>
<td></td>
</tr>
<tr>
<td>Chanos chanos</td>
<td>10-15 mm</td>
<td>100000</td>
<td></td>
</tr>
<tr>
<td>Chanos chanos</td>
<td>20-25 mm</td>
<td>100000</td>
<td></td>
</tr>
<tr>
<td>Mugil cephalus</td>
<td>20-25 mm</td>
<td>100000</td>
<td></td>
</tr>
<tr>
<td>Horabagrus brachysoma</td>
<td>The tenderer may indicate the size of seed in mm here</td>
<td>50000</td>
<td></td>
</tr>
<tr>
<td>Channa diplogramus/</td>
<td></td>
<td>50000</td>
<td></td>
</tr>
<tr>
<td>C. marulius/ C. striatus/ C. gachua, channa spp.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clarias dussumeri</td>
<td></td>
<td>50000</td>
<td></td>
</tr>
<tr>
<td>Heteropneustes fossilis</td>
<td></td>
<td>50000</td>
<td></td>
</tr>
<tr>
<td>Anabas testudineus</td>
<td></td>
<td>50000</td>
<td></td>
</tr>
<tr>
<td>Macrobrachium rosenbergii</td>
<td>PL 20</td>
<td>2000000</td>
<td></td>
</tr>
<tr>
<td>Cyprinus carpio</td>
<td>40 mm</td>
<td>100000</td>
<td></td>
</tr>
</tbody>
</table>
Annexure 2

(To be executed in Kerala stamp paper worth Rs. 500/-)

Agreement

Articles of agreement executed on this the ........ day of ..........................................
........................................................................................................................................ between the Executive Director, State Fisheries Resource Management Society (FIRMA) (hereinafter referred to as “FIRMA”) of the one part and Shri.................................................. ...........................................................
(H.E. name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

Whereas in response to the Notification No....................... dated ....................... the bounden has submitted to FIRMA a tender for the ........ ..............
..............................................................................................................................................s pecification therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with FIRMA a sum of `…………………….. as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the FIRMA

Now these presents witness and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by FIRMA and the contract for
.............................................................................................................................................. is awarded to the bounden, the bounden shall within ............days of acceptance of his tender execute an agreement with FIRMA incorporating all the terms and conditions under which the FIRMA accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, FIRMA shall have power and authority to recover from the bounden any loss or damage caused to FIRMA by such breach as may be determined by FIRMA by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to FIRMA under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as FIRMA may deem fit. 

In witness whereof

Shri…………………………………………………………………………………………………….. (H.E. name and designation) for and on behalf of FIRMA and Shri……………………………….

………………………………………………………………………………………………………………..

Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. ………………………………….. (date) ………………………………

In the presence of witnesses:
1. ……………………………………………

2. ……………………………………………

Signed by Shri. ………………………………….. (date) ………………………………

In the presence of witnesses:
1. ……………………………………………

2……………………………………….
e- RETENDER NOTICE

No. FIRMA/183(1)/12/(2) Date: 07.09.2015

1. The Executive Director State Fisheries Resource Management Society (FIRMA) (Department of Fisheries, Kerala) invites competitive tenders under two cover system (technical and price bid) for the supply of fish feed (for pangasius and GIF tilapia) for its cage farming projects in Pazhassi Reservoir, Kalpuzha lake and in Malampuzha Reservoir and for other projects implemented by FIRMA.

2. Registered feed manufactures/ companies/ feed suppliers/ dealers are eligible to apply and participate in the tender.

3. Specifications of feeds required are as follows:

<table>
<thead>
<tr>
<th>Fish</th>
<th>Specification</th>
<th>Type of feed</th>
<th>Approximate quantity required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pangasius sutchii</td>
<td>Pre starter, Starter, Grower 1, Grower 2, Finisher etc. (or whatever other names it is commercially known like Pangasius feed 1, feed 2, feed 3, feed 4, feed 5 etc.) with a minimum crude protein content of 28%; crude fat: &gt; 4%; crude fibre: &gt;5; ash: 15%; moisture: &lt;10%.</td>
<td>Extruded, floating feed</td>
<td>500 tons</td>
</tr>
<tr>
<td>GIF Tilapia</td>
<td>Pre starter, Starter, Grower 1, Grower 2, Finisher etc. (or whatever other names it is commercially known like Tilapia feed 1, feed 2, feed 3, feed 4, feed 5 etc.) with a minimum crude protein content of 22% (for finisher) 28% (for starter); crude fat: &gt; 4%; crude fibre: &gt;5; ash: 15%; moisture: &lt;10%.</td>
<td>Extruded, floating feed</td>
<td>100 tons</td>
</tr>
</tbody>
</table>

4. The nutritional quality indicated is indicative. Tenderer can also quote for other successful feeds with slightly different nutritional configuration. However FIRMA has the exclusive right to accept or reject such offers.
5. The tenderer is expected to provide details of nutritional quality of feed in all cases. Proximate composition of feed indicating the major components viz., crude protein content (minimum), crude fat content (minimum), crude fibre content, ash content, moisture content (maximum) etc. for each type of feed should be provided. Water stability should also be clearly indicated. The details should be provided in the format provided in annexure 1 and should be uploaded with the technical bid.

6. The feed should be extruded, floating and should be water stable. The water stability in hours should be indicated (annexure 1).

7. The crumble size/ pellet size of each type of feed should be indicated in the tender (annexure 1) and the supply should strictly be according to that.

8. The feeds should be dry, free of moulds and should not be infested by any kind of insects or pests.

9. The feed should not be older than three months (from the date of manufacture to the date of supply). An undertaking to that effect should be furnished by the tenderer along with the final agreement.

10. The feed should have very good conversion efficiency (FCE). The FCR should be less than 2.00 FCR should be indicated in the tender (annexure 1).

11. The total quantity indicated is indicative and FIRMA has the right to increase or decrease the quantity while placing supply order. It is an approximate quantity for the period of one year.

12. The feed is not required in bulk. It may be supplied on monthly/ fortnightly basis or according to other time frame and as per the supply order issued by FIRMA.

13. Tenders can be submitted from 10.A.M. on 09-09-2015. The tenders can be submitted up to 2.00 P.M. on 25-09-2015. Late tenders will not be accepted.

14. The feed should be supplied at FIRMA in its offices/ farms at Pazhassi reservoir area in Kannur district, Ullanam farm in Malappuram district, Malampuzha reservoir in Palakkad district, Neyyar farm in Thiruvananthapuram district and at places intimated by FIRMA as and when required.

15. The tenderer is expected to supply feed for one year from the date of executing the agreement. The exact time and locations of supply will be intimated by FIRMA as and when required.

16. Tenders may be submitted online, in the designated covers(s)/ envelops on the e-Government Procurement website (GP website). Tenders submitted manually will under no condition be considered. However attested copies/ original certificates/ other items uploaded (see para 18 and 19 of this notice) are to be submitted manually/ by speed post/ by registered post) to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,”Reshmi”, Forest lane, Vazhuthakkad, Thycaud.P.O, Thiruvananthapuram 695014 so
as to reach him before the date of opening of the technical bid viz., 1 P.M. on 29.09.2015 (see para 20 below).

17. The tenders should be in the prescribed form which can be downloaded from the e-GP website www.etenders.kerala.gov.in. Tenders which are not in the prescribed form will be summarily rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

18. Scanned copies of 1. Registration certificate/licence of the firm/supplier and/or authorised dealership certificate 2. Permanent Account Number (PAN) card 3. CST registration certificate and/or VAT registration certificate 4. Experience certificate/certificate in support of work executed, 5. Income tax clearance certificate/income tax return for the last year 6. Details of nutritional quality in the format given in annexure 1 and 7. Self declaration to the effect that the firm has sufficient technical personnel(s) with adequate experience to undertake the assignment are to be uploaded in the e-Procurement portal.

19. Online tenders are to be accompanied by a preliminary agreement executed in Kerala Stamp paper worth Rs. 500/- (format given in annexure 2). Original of the preliminary agreement uploaded is to be submitted manually/by speed post/by registered post to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,“Reshmi”, Forest lane, Vazhuthakkad, Thycad.P.O, Thiruvananthapuram 695014 so as to reach him before the date of opening of the technical bid viz., 1 P.M. on 29.09.2015.

20. Tenders received online without the scanned copies of various certificates indicated in para 18 above and preliminary agreement executed in Kerala Stamp Paper worth Rs. 500/- will be summarily rejected.

21. Original/attested copies of the items uploaded vide para 18 and 19 are to be submitted manually/by speed post to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,"Reshmi", Forest lane, Vazhuthakkad, Thycad.P.O, Thiruvananthapuram 695014 in a sealed cover super scribing on the cover "CERTIFICATES FOR TENDER FOR FISH FEEDS" so as to reach him before the date of opening of the technical bid viz., 1 P.M. on 29.09.2015.

22. The cost of tender form is as per the provisions in Store Purchase Manual, 2013 of Government of Kerala. The cost of tender form viz., Rs.25000/- plus VAT @14.50% shall be remitted as online payment.

23. The cover -1 (Technical bid) will be opened on at 1.00 PM on 29.09.2015 in the office of the undersigned in the presence of the bidders or their authorized representatives who are present at that time. If the office happens to be closed on the date specified for opening of the bids, the bids will be opened on the next working day at the same time and venue unless otherwise notified.
24. The Cover II (Price bid) should be submitted as per the schedule provided in para 29 given below. Price bid of those bidders whose technical bid qualifies in the technical evaluation shall only be opened.

25. The Executive Director, FIRMA shall have the exclusive right to accept or reject any one or all tenders without assigning any reason thereof.

26. The Executive Director, FIRMA shall have the exclusive right to place supply order in full or in part to the successful bidder according to the actual requirement/ availability of fund. The supply order may also be placed for any one or more places/reservoirs/lakes/ any one or more types of feed. He has the exclusive right to include any items in full or in part in the supply order or exclude any items in full or in part from the supply order according to the fund availability. The Executive Director also has the right to place supply order in batches depending up on the availability of fund for the purpose. The tenderer is also liable to supply any item in excess of the quantity indicated in the tender document at the same rate and under the same conditions of supply, in case any additional quantity is required by FIRMA, within the period of the contract.

27. The tenderer is expected to quote the rate for individual items as shown in the schedule (provided in para 29 below)

28. FIRMA shall not be responsible for any technical error / snag/ delay in downloading the tender document or in uploading the documents.

29. Schedule of materials: The rate quoted should be for supply of the items at the site/ in the farm (please see para 14 above) as per the direction of FIRMA and should be inclusive of all charges, taxes, levies, cess etc., if any applicable. It should also be inclusive of transportation charge, loading and unloading charge etc.)

<table>
<thead>
<tr>
<th>Species</th>
<th>Type of feed</th>
<th>Rate per kilogram (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pangasius</td>
<td>Pre-Starter</td>
<td>(indicate the rate for each type)</td>
</tr>
<tr>
<td>(floating feed)</td>
<td>Starter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grower 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grower 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finisher</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td></td>
</tr>
<tr>
<td>Tilapia (GIFT)</td>
<td>Pre-Starter</td>
<td>(indicate the rate for each type)</td>
</tr>
<tr>
<td>(floating feed)</td>
<td>Starter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grower 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grower 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finisher</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td></td>
</tr>
</tbody>
</table>

30 (a). The rate quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
(b). Service tax if any to be paid should also be included. It is presumed that the rate quoted is inclusive of service tax, if any to be paid. The amount agreed by the contractor less the applicable service tax only will be paid to the contractor. In such cases the service tax will be remitted by FIRMA under appropriate heads.

(c) The rate quoted should be inclusive of all transportation charges, delivery charges, loading and unloading charges and all other charges.

(d) In case payment of customs/excise duty is to be made by FIRMA, FIRMA will pay the duty on the “unloaded invoice price” only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

31. The rates will be considered firm for one year. Tenders with price variation clause and/or ‘subject to prior sale’ condition are liable to be rejected.

32. Every tenderer should remit along with his tender, an earnest money deposit of 1.47 lakhs. The amount may be paid by remittance into the bank account. The earnest money of the unsuccessful tenderers will be returned after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract.

33. The technical bid will be opened on 29.09.2015 at 1.00 P.M. in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

34. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to FIRMA or such action taken against him as FIRMA think fit.

35 (a). The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark/ other certifying agencies or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the items are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. FIRMA reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

36. The final acceptance of the tenders rests entirely with FIRMA who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

37. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

38. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer’s charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 39 below.
39.(a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender as earnest money deposit. The amount of security may be provided as crossed Demand Draft in favour of the EXECUTIVE DIRECTOR, FIRMA or deposited in the manner prescribed by FIRMA in Nationalized Banks/ Government Treasury Savings Bank and the Pass Book pledged to the EXECUTIVE DIRECTOR, FIRMA or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the EXECUTIVE DIRECTOR, FIRMA. Letters of guarantee in the prescribed form for the amount of security from a Nationalized Bank will also be considered enough at the discretion of FIRMA. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to FIRMA and contract arranged elsewhere at the defaulter’s risk and any loss incurred by FIRMA on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b). In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of FIRMA, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to FIRMA/ the Government shall thereby together with such sums as may be fixed by FIRMA towards damages be recovered from the defaulting tenderer.

(c). Even in cases where no alternate purchases are arranged for the items not supplied, the proportionate portion of the security deposit based on the cost of the items not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d). If the contractor fails to deliver all or any of the items or perform the service within the time/period(s) specified in the contract, FIRMA shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 1% of the price of the delayed items or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed items or services. Once the maximum is reached, FIRMA may consider termination of the contract at the risk and cost of the contractor.

40. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between FIRMA and the contractor, FIRMA shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from FIRMA/ Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

41 (a). All payments to the contractors will be made by FIRMA in due course (i) either by Departmental cheques payable at the Kerala Government Treasuries; or (ii) by cheques or drafts drawn on Nationalized banks (payable at any of their Principal Branches in India).
(b). All incidental expenses incurred by FIRMA for making payments outside TRIVANDRUM shall be borne by the contractor.

42. No advance payment will be made to the contractor. All payments will be made only after the supplies are actually made to the satisfaction of FIRMA, verified and taken to stock. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases.

43. However FIRMA will make payment for the items supplied within a period of one month of the receipt of the item(s) to the satisfaction of FIRMA.

44. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of FIRMA who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

45. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, be determined and FIRMA may complete the contract in such time and manner and by such persons as FIRMA shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of FIRMA against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to FIRMA by any breach of contract by the contractor shall be paid by the contractor to FIRMA and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

46(a). In case the contractor fails to supply the items and deliver the services within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for FIRMA (if it think fit to do so) to arrange for the purchase of the said items/services and things from elsewhere and in case FIRMA have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to FIRMA under and by virtue of this contract, it shall be lawful for FIRMA from and out of any moneys for the time being payable or owing to the contractor from the Government/ FIRMA under or by virtue of this contract or otherwise to pay and reimburse to the Government/ FIRMA all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
(b). In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court in Trivandrum.

47. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by FIRMA and set off against any claim of the FIRMA or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with FIRMA or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from FIRMA/ Government shall be adjusted against any sum of money due to Government from him under any other contracts.

48. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

49. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

50. No representation for enhancement of rates once accepted will be considered by FIRMA.

51. Any attempt on the part of the tenderers or their agents to influence FIRMA or any officials of the Government in their favour by personal canvassing with the officers concerned will disqualify the tenderers.

52. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

53. FIRMA will periodically examine the nutritional and organoleptic quality of the feeds supplied by the contractor. It will also examine/ conduct tests to know whether the feeds are infested with moulds, pests, insects etc. In case the nutritional quality of the feeds supplied is found to be inferior to the quality specified in the tender/ agreement or in case the feeds are found to be infested with moulds, pests, insects etc. FIRMA will return such feeds. No money will be paid for such feeds. FIRMA is also at liberty to realize any amount incurred by it/ loss suffered by it by way of loading and unloading, transportation etc. and for crop loss/ sub optimum growth on account of non-feeding of the fish crop/ feeding the inferior quality feeds etc., from the contractor. The contractor will bear all expenses in connection with the return of the feeds. He will be held responsible for breach of agreement in such cases. FIRMA may also terminate the contract at the risk and cost of the contractor and realize the penalty from the contractor as it may deem fit.

54. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or ‘freight to pay’ will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach FIRMA not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately. FIRMA will not be responsible for any sample if found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are
received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

55. The tenderer will invariably furnish the following certificate with their bills for payment:-
“Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under, Certified further that we (or our Branch or agent) (Address)………………………………………………………………….. are registered as dealers in the State of …………………………………………………………………. under Registration No. ……………………………………………………. for purposes of sales tax.”

56. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by FIRMA.

57. In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the Principal Secretary (Fisheries) / Secretary (Fisheries) and his decision shall be final and conclusive and binding on both the parties (FIRMA and the contractor).

58. The tenderer should upload with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs. 500/- purchased in the Kerala State. A specimen form of agreement is given as annexure. Tenders without the agreement in stamped paper will be rejected outright.

59. Further details can be obtained from the office of the undersigned during office hours on working days from 10.30 AM of 09.09.2015 to 11.00 A.M. on 25.09.2015 Details are also available on Government website www.kerala.gov.in.

60. If not otherwise specified all conditions of tenders in Kerala Government will be applicable to this tender also.

GENERAL TERMS AND CONDITIONS OF E-TENDERING

This tender is an e-Tender and is being published online for the supply of fish feeds. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (https://www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A. Online bidder registration process:

Bidder should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 or through email: etendershelp@kerala.gov.in for assistance in this regard.

B. Online tender process:

The tender process shall consist of the following.

i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, cost of tender document shall be payable at the time of bid submission as stipulated in this tender document.

ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

iv. Opening of technical bid and short-listing of bidders: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

v. Opening of financial bid (price bid): Price bids of those bidders who qualify in the evaluation of technical bids shall only be opened on the date and time mentioned in the critical date’s section.

C. Document comprising bid:

The First Stage (Pre-qualification or technical bid):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

i. Registration certificate/licence of the firm/supplier and/or authorized dealership certificate

ii. Permanent Account Number (PAN) card

iii. CST registration certificate and/or VAT registration certificate

iv. Experience certificate/certificate in support of work executed

v. Income tax clearance certificate/Income tax return for the last one year

vi. Self declaration to the effect that the firm has sufficient technical personnel(s) with adequate experience to undertake the assignment

vii. Details of nutritional quality of fish feed (in the format given in annexure 1)

viii. Preliminary agreement in Kerala stamp paper worth Rs. 500/- (in the format given in annexure 2)

FIRMA doesn’t take any responsibility for any technical snag or failure that has taken place during document upload.

Second stage (financial bid or price bid):
The Bidder shall complete the price bid as per the format given for download along with this tender.

**Note:** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:**

Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

**D. Payment of cost of tender form and earnest money deposit (EMD):**

The bidder shall pay cost of tender form and earnest money deposit as indicated elsewhere in the tender document by online payment mode. These can be paid in the following manner through e-payment facility provided by the e-Procurement system:

i. **State Bank of Travancore (SBT) Internet Banking:** If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT’s internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

ii. **National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

**NEFT / RTGS payment should be done according to the following guidelines:**

i. **Account number as per Remittance Form only:** Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that cost of tender form and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the account number (which is case sensitive)
as displayed in the remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

iii. Only NEFT / RTGS remittance is allowed: Account to account transfers, State Bank Group Transfers (GRPT), payments from NRE accounts, SWIFT transfers, IMPS or cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.

iv. Amount as per remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

v. UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-procurement system for tracking the payment.

vi. One remittance form per bidder and per bid: The remittance form provided by e-procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor’s bid will be evaluated only if payment status against bidder is showing “success” during bid opening.

E. Tender submission process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of cost of tender document and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Sd/-
Executive Director
State Fisheries Resource Management Society (FIRMA)
(Department of Fisheries, Kerala)
# ANNEXURE 1
## DETAILS OF NUTRITIONAL QUALITY OF FISH FEED
(To be uploaded with the technical bid)

<table>
<thead>
<tr>
<th>Species</th>
<th>Type of feed</th>
<th>Nutritional quality</th>
<th>Pellet size/ crumble size in cm</th>
<th>Food conversion ratio (FCR)</th>
<th>Water stability in hours</th>
<th>Approximate quantity (ton)</th>
<th>Brand name and name of manufacturing company</th>
<th>Other details, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pangasius</strong> (floating feed)</td>
<td>Pre-Starter Starter Grower 1 Grower 2 Finisher (indicate the names if known in other names)</td>
<td>Indicate nutritional quality of each type of feed as crude protein (minimum %), crude fat (minimum %), ash content (%), fibre content (%), moisture content (maximum %), energy content (Kilo calories/ gram) Also indicate the water stability of each type of feed</td>
<td></td>
<td></td>
<td></td>
<td>Approximate total requirement is 500 tons. The tenderer may apportion the total quantity into each type required according to the recommendation of the feed manufacturer for eliciting optimum growth and with a view to get minimum feed conversion ratio</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tilapia</strong> (GIFT) (floating feed)</td>
<td>Pre-Starter Starter Grower 1 Grower 2 Finisher (indicate the names if known in other names)</td>
<td>Indicate nutritional quality of each type of feed as crude protein (minimum %), crude fat (minimum %), ash content (%), fibre content (%), moisture content (maximum %), energy content (Kilo calories/ gram)</td>
<td></td>
<td>(indicate the average food conversion ratio)</td>
<td></td>
<td>Approximate total requirement is 100 tons. The tenderer may apportion the total quantity into each type required according to the recommendation of the feed manufacturer for eliciting optimum growth and with a view to get minimum feed conversion ratio</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE 2
(To be executed in Kerala stamp paper worth Rs. 500/-)

AGREEMENT

Articles of agreement executed on this the ……… day of …………………………………
………………………………………………………… between the Executive Director, State Fisheries
Resource Management Society (FIRMA) (hereinafter referred to as “FIRMA”) of the
one part and Shri……………………………………………………… (H.E. name and address of the
binder) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No…………………. dated …………………..
the bounden has submitted to FIRMA a tender for the ………………………
……………………………………………………………………………………………………
specification therein subject to the terms and conditions contained in the said
tender;

WHEREAS the bounden has also deposited with FIRMA a sum of
…………………earnest money for execution of an
as agreement undertaking the due fulfillment of the contract in case his tender is
accepted by the FIRMA

NOW THESE PRESNTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by FIRMA and the contract
for ………………………………………………………………………………………………………
……………………………………………………………………………………………………
is awarded to the bounden, the bounden sh all within …………days of acceptance of his tender execute an agreement with FIRMA
incorporating all the terms and conditions under which the FIRMA accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the
terms and conditions governing the contract, FIRMA shall have power and authority to
recover from the bounden any loss or damage caused to FIRMA by such breach as may
be determined by FIRMA by appropriating the earnest money deposited by the bounden
and if the earnest money is found to be inadequate the deficit amount may be
recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to FIRMA under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as FIRMA may deem fit.

In witness whereof

Shri…………………………………………………………………………………………………………………………

……. (H.E. name and designation) for and on behalf of FIRMA and
Shri…………………………………………………………………………………………………………………………

…………Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. ………………………………….. (date) ………………………………

In the presence of witnesses:
1. ……………………………………………

2. ……………………………………………

Signed by Shri. ………………………………….. (date) ………………………………

In the presence of witnesses:
1. ……………………………………………

2. ……………………………………………
e-RETENDER NOTICE

No. FIRMA/183(1)/12 Date: 07.09.2015

1. For the supply, installation and mooring of batteries of fish cages (grow out cages, fingerling rearing cages), floating storage shed, raft and other associated structures, 2. For the supply of fish seed and 3. For the supply of fish feed for cage farming of fishes, in reservoirs/lakes.

Last date for receipt of tenders: 2.00 P. M. on 25-09-2015

Date of opening of technical bids: 29-09-2015 (different tenders at different times)

For more details please contact the above address or visit www.kerala.gov.in ((3 notices bearing Nos FIRMA/183(1)/12(1), FIRMA/183(1)/12(2), FIRMA/183(1)/12(3). Tender forms and terms and conditions can be downloaded from www.etenders.kerala.gov.in

Sd/- Executive Director