

**INVITATION FOR
EXPRESSION OF INTEREST (EOI)**

FOR

**LICENSING OF TECHNOLOGY
FOR
MANUFACTURING OF RAPID DETECTION KITS
(Ammonia and Formaldehyde)
for finding adulterants in fresh fish**



BY

ICAR - CENTRAL INSTITUTE OF FISHERIES TECHNOLOGY

MATSYAPURI P.O., WILLINGDON ISLAND, COCHIN-682029, KERALA

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SECTION - I

	ICAR - CENTRAL INSTITUTE OF FISHERIES TECHNOLOGY MATSYAPURI P.O., WILLINGDON ISLAND, COCHIN-682029, KERALA, INDIA	
F.No. 11-2/2018-CDN		Date: 17.04.2018
<u>EXPRESSION OF INTEREST FOR LICENSING OF TECHNOLOGY FOR MANUFACTURING OF RAPID DETECTION KITS FOR FINDING ADULTERANTS IN FRESH FISH</u>		
<p>ICAR - Central Institute of Fisheries Technology, Matsyapuri P.O., Willingdon Island, Cochin-682029, hereby invites sealed Expression of Interest (EoI) from interested companies to apply for an exclusive license to manufacture Rapid Detection Kits for finding adulterants in fresh fish. The validity of the exclusive license shall be for a period of five years.</p>		
<p>1. A complete set of Expression of Interest documents, including TECHNICAL and FINANCIAL BID formats, in English, may be downloaded using the link given below or may be collected from the Assistant Administrative Officer, CDN, ICAR-CIFT, Cochin on submission of written request and on payment of Rs.2000/- by crossed Demand Draft (Non-refundable); from 17.04.2018</p> <p>DD may be drawn from a scheduled commercial Bank in India, in favour of 'The Director, ICAR CIFT, Cochin', in case of downloading EoI document from the Institute website, the firm must submit respective cost of EoI document Rs.2000/- with its EoI, otherwise EoI will be rejected straightway.</p> <p>2. To solicit prospective Bidders' feedbacks, on Specifications/Terms, a Pre-EoI Meeting is scheduled.</p>		
Date of Start of Sale of EoI Documents	:	17 April 2018
Pre- EoI meeting in Conference Hall, ICAR-CIFT, Cochin	:	2 May 2018 (2.30 PM)
Last Date for Submission of Sealed EoIs	:	16 May, 2018 (2.30 PM)
Date of Opening of EoIs	:	16 May, 2018 (3.00 PM)

SECTION - II

Overview about the Eol

1. INTRODUCTION

This Expression of Interest (Eol) seeks response from Companies who are meeting the requirements of this Eol and are willing to be associated with ICAR-CIFT through a Licensing Agreement for manufacturing and sale of Rapid Detection Kits (CIFTtest) for finding adulterants in fresh fish.

2. ABOUT ICAR-CIFT

ICAR - Central Institute of Fisheries Technology (ICAR-CIFT) set up in 1957, is a national center under Indian Council of Agricultural Research in the country, where research in all disciplines relating to fishing and fish processing is undertaken. The Institute has its headquarters at Cochin, Kerala and Research centers at Veraval (Gujarat), Visakhapatnam (Andhra Pradesh) and Mumbai (Maharashtra).

The institute functions with the following mandate:

- Basic and strategic research in fishing and processing
- Design and develop energy efficient fishing systems for responsible fishing and sustainable management
- Development of implements and machinery for fishing and fish processing.
- Human resource Development through training, education and extension.

The research work at ICAR-CIFT is carried out by the following Research Divisions

- Fishing Technology Division
- Fish Processing Division
- Biochemistry & Nutrition Division
- Quality Assurance & Management Division
- Engineering Division
- Extension, Information & Statistics Division
- Microbiology, Fermentation and Biotechnology Division

3. TECHNOLOGY DESCRIPTION

3.1 Adulteration of fresh fish

Seafood is a promising food commodity with many beneficial health effects. Since fresh fish is highly perishable in nature, there is an emerging risk of economically motivated adulteration to enhance its shelf life which adversely affects consumer health. India's domestic fish market is reported to be selling formaldehyde adulterated fishes, especially in markets located far away from landing centres or production sites. According to Indian and International regulations, the fresh fish and shellfish should be preserved only by means of ice. Use of substance other than ice to extend the keeping quality is a fraudulent practice. Even indirect application of adulterants into fish like addition of ammonia like substance

during ice manufacture to slow down the melting of ice will also cause health problems to consumers. Even though, formaldehyde and ammonia are generated in very low levels in most living beings through normal metabolic activities, ingestion in large amount through food can cause minor to serious health problems such as stomach pain, vomiting, coma, and even death. Formaldehyde is a potential cancer inducing chemical which is a major health concern. Although ammonia is not so far reported to have carcinogenic effect, continuous ingestion of ammonia can lead to many health issues including injuries to mucous membrane of mouth, throat, esophagus and stomach. Ammonia readily dissolves in water and forms ammonium hydroxide, an alkaline solution. Ingestion of ammonium hydroxide also can result in corrosive damage to mouth, throat and stomach. The surreptitious use of undesirable substances in fresh fish can only be avoided by ensuring proper use of cold chain for fish and fish products during processing, storage, transportation and display for sale.

3.2 Rapid Detection Kits (CIFTTest)

Continuous monitoring of these contaminants is time consuming and apart requires handling of huge quantity of toxic chemicals. The increasing consumer concern on food quality and safety issues has raised urgent demand for rapid, sensitive and portable screening methods. Taking these aspects into consideration, ICAR-CIFT has developed two rapid detection kits for checking adulteration of fresh fish with formaldehyde and ammonia. A special attention is given to develop the rapid detection technique as a non-destructive, simple and consumer friendly method, to make its use easy for the domestic markets, and the general public. The kits consist of simple paper strips, reagent solution and standard chart for comparison of results.

3.3 How to Use

The paper strip has to be rubbed on the surface of fish to be tested, and add a drop of reagent solution to that. If the targeted contaminant is present on the fish, the paper strip will give a blue colour within 2 minute reaction time. The method can be applied to fillets and cut pieces of fish for testing the presence of contaminant.

4. SCOPE OF COOPERATION

ICAR-CIFT invites Expression of Interest (EoI) from Companies seeking exclusive license for manufacturing and sale of Rapid Detection Kits (CIFTTest) for finding adulterants in fresh fish. The validity of the license shall be for five years.

Interested reputed companies with proven experience are invited to submit their offer in response to this EoI, as per indicative scope of Licensing Agreement given in Annexure-1. Upon receipt of responses against this EoI, ICAR-CIFT shall review the responses to ascertain suitability of the offer and shortlist Prospective Licensors for further discussions. Detailed discussions on commercial, and other terms and conditions to finalize the Licensing Agreement shall be held with shortlisted Prospective Licensees. The detailed terms and conditions for such a License Agreement shall be mutually agreed upon.

5. BIDDING PROCESS

The bidding process comprises of two bids viz., **Technical Bid** and **Financial Bid**. The interested company have to apply in a single sealed envelope.

Mention on the top of the envelope, the following details

- CONFIDENTIAL - Bid for Licensing of Technology for manufacturing Rapid Detection Kits and
- DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet].

This envelope shall also bear the submission address and EOI reference number. The sealed envelope containing all the documents, need to be submitted by the bidding company through post, courier or delivered by hand on or before the date and time provided here in this bid document at ICAR-CIFT, Cochin, Kerala. Both the technical bid and financial bid need to be signed at the bottom on all the pages by the authorized signatory of the bidding company with the seal of the company stamped on each page.

ICAR-CIFT shall not be responsible for incomplete bidding documents submitted by any company. Failure to furnish all information or documentation by the bidding companies as required in the bid document may result in the rejection of the bid.

6. WHO SHOULD APPLY

Interested parties with good scientific knowledge, financial background, technical capability and experience in the field of technology only should apply.

7. LICENSE FEE AND ROYALTY

SNo:	Particulars	License Fee
7.1	Licensing of Technology for manufacturing Rapid Detection Kits for finding adulterants in fresh fish	The Institute has kept Rs. 5.00 Lakh as the minimum Technology License Fee. The License will be given to the industry /company who will offer highest amount over and above the minimum licensing technology fee (Rs. 5.00 Lakh) and applicable taxes, subject to fulfillment of other terms & conditions as mentioned in the Expression of Interest, for a period of five years.
7.2	Royalty payment	Royalty amount @ 5% of the ex-factory sales value (excluding taxes) is fixed to be paid by the CONTRACTING PARTY to this Institute. The company must make royalty payments to ICAR-CIFT, within thirty (30) days after the end of each calendar quarter. The company must pay an interest of 2% to ICAR-CIFT from the Payment Due Date to the actual date of payment upon any and all amounts that are overdue on the Payment Due Date.
7.3	License period	The license period of five years shall commence from the commencement of commercial production of the Kits. After the period of five years, the license agreement shall be renewed.

8. CLARIFICATION OF EOI DOCUMENTS:

Pre-Eoi meeting

- 8.1 The bidder or his official representative is invited to attend a pre-Eoi meeting
- 8.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.3 The bidder is requested to submit any questions in writing or by mail to reach ICAR-CIFT not later than one week before the meeting.
- 8.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents, which may become necessary as a result of the pre-Eoi meeting shall be made by ICAR-CIFT exclusively through the issue of an Addendum and not through the minutes of the pre-Eoi meeting.
- 8.5 Non-attendance at the pre-Eoi meeting will not be a cause for disqualification of a bidder.
- 8.6 Mere participation in pre-Eoi meeting will not give any right for the bidder for award of Eoi

9. AMENDMENT

- 9.1 Before the deadline for submission of bids, ICAR-CIFT may modify the bidding documents by issuing addenda.
- 9.2 Any amendment to this Expression of Interest shall be notified in the website www.cift.res.in only. Parties are requested to visit the website frequently. In case you need any further information, please feel free to contact the CDN Division, ICAR-CIFT, on E-mail: ciftcdn@gmail.com; Tel: 0484-2412300
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, ICAR-CIFT shall extend as necessary the deadline for submission of bids

10. PREPARATION OF EXPRESSION OF INTEREST (EOI) :

- 10.1 The Eoi as well as all related correspondence exchanged by the Company and ICAR-CIFT, shall be written in English language.

- 10.2 The technical and financial bid must be submitted on the letter head of the organization, duly filled and without any alterations to this format. No other format shall be accepted. All blank spaces shall be filled in with the information as requested.
- 10.3 The authorized signatory of the bidding company will sign the undertaking at the end of the bidding sheet in the Technical and Financial Bid and will put the stamp / seal of the company at the bottom of the sheet.
- 10.4 In preparing their EoI, the Companies are expected to examine in detail all the documents comprising the EoI. Material deficiencies in providing the information requested, may result in rejection of an EoI. Submission of the wrong type of Expression of Interest (EoI) will result in the EoI, being deemed as non-responsive.
- 10.5 Depending on the nature of the Work, the Companies are required to submit an EoI in forms provided in Section-III. No alteration or changes will be permitted after submission of the bid document to ICAR-CIFT, by the bidding company.
- 10.6 The company shall bear all costs associated with the preparation and submission of his Bid, and ICAR-CIFT will in no case be responsible and liable for those costs.

11. EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit (EMD), is required to be submitted at the EoI-stage in the form of Demand Draft of any Scheduled Bank for and amount of **Rs. 20,000/-** (Rupees Twenty Thousand Only) in favour of the Director, ICAR-CIFT, Cochin and payable at Cochin, Kerala. The EMD is refundable. Please note that any Expression of Interest (EoI), which does not include the EMD, would be rejected as non-responsive.

12. EOI PROCESSING FEES:

All Companies are required to pay a non-refundable **Rs.2,000/-** [Rupees Two thousand only] towards Bid Processing Fees in the form of Demand Draft drawn in favor of the Director, ICAR-CIFT, Cochin and payable at Cochin, Kerala. In case of non-submission of said processing fee, the EoI will be rejected.

13. SUBMISSION, RECEIPT, AND OPENING OF EXPRESSION OF INTEREST (EoI):

- 13.1 The EoI shall contain no interlineations or overwriting, except as necessary to correct errors made by the Company themselves. The person who signed the EoI must initial such corrections.

- 13.2 An authorized representative of the Company shall initial all pages of the EoI. The authorization shall be in the form of a written power of attorney accompanying the EoI or in any other form demonstrating that the representative has been duly authorized to sign.
- 13.3 The envelopes containing the Expression of Interest (EoI), and the bid processing fees shall be placed into an outer envelope and sealed. The Institute shall not be responsible for misplacement, loss or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Expression of Interest (EoI)'s rejection.
- 13.4 The EoI must be sent to the address/addresses indicated in the Data sheet and received by the Institute not later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with the ICAR-CIFT notification. Any EoI received after the deadline for submission shall be returned unopened.

14. EXPRESSION OF INTEREST (EOI) EVALUATION:

- 14.1 The Institute Technology Management Committee (ITMC), ICAR-CIFT will carry out the entire evaluation process. The ITMC reserves the right to invite the bidders for presentation before finalizing the technical bids.
- 14.2 ITMC shall evaluate the EoI on the basis of the qualification criteria specified in Section-III. In the first stage of evaluation, an EoI shall be rejected if it is found deficient as per the requirement indicated in the Section-III for responsiveness of the EoI. Only responsive EoIs shall be further taken up for evaluation. The qualification criteria of the Company and the evaluation criteria for the EoI shall be as defined in the Section-III.
- 14.3 The License will be given to the firm who will offer highest Technology Licensing Fee, subject to the fulfillment of other terms and conditions as mentioned. The Committee reserves the right to revoke the exclusive license after the period of five years, and grant the license to another party. If the first licensee wish to renew the license after five years, they have to take part in the competitive bidding process again.
- 14.4 After opening of the EoI and if found satisfactory, the committee members may visit the industry to verify the core competency of the selected Licensee. Based on the Technical/Financial Bid and the Survey Report by the ITMC members, the license will be granted.

14.5 ITMC reserves the right of rejecting any offer without assigning reasons. Decision of ITMC will be final and binding in this regard. No further correspondence from the bidders in this regard will be entertained.

14.6 The industry/company willing to take the license of technology shall be required to enter into a Memorandum of Understanding (MoU) with ICAR-CIFT. The successful bidder will have to deposit the non-refundable Technology Licensing Fee before signing the MoU.

15. ACCOUNTING & AUDIT RIGHTS

15.1 Records: The LICENSEE shall keep books and records sufficient to enable the LICENSOR to determine LICENSEE's calculation of any Royalty due pursuant to the terms of the Agreement.

15.2 Audit: One time during any twelve month period for the Term of the Agreement, ICAR-CIFT may designate Institute's Finance and Accounts Officer or a certified public accountant to audit LICENSEE's books and records relating directly to Royalties due, with no less than thirty (30) days prior notice. In the case of a credit due, the LICENSEE may take such credit against the next payment or payments due to ICAR-CIFT until the credit is exhausted. In the case of a sum due to ICAR-CIFT, the LICENSEE shall pay such amount to the Institute, within thirty (30) days. ICAR-CIFT shall incur the audit at its own expense, provided however, if as a result of such an audit a deficiency in the amount of payments is determined and the deficiency exceeds ten percent (10%) of the payment actually made for the period of time audited, then in addition to paying to ICAR-CIFT the deficiency so determined, LICENSEE shall pay the fees and expenses of the auditor conducting such review. The results of any such audit shall be kept confidential except as may be required to enforce the provisions of this Agreement.

15.3 Accounting: LICENSEE should agree to make written reports to ICAR-CIFT quarterly within thirty (30) days after the last day of each of March, June, September, and December during the Term of this Agreement and on such dates, stating in each such report the quantity, description, and Royalties for the Units sold or otherwise disposed of during the preceding three (3) calendar months and upon which the Royalty has been paid or is payable.

16. CONFIDENTIALITY:

Information relating to evaluation of EoI and recommendations concerning qualifications shall not be disclosed to the Company who submitted the EoI, or to other persons not officially concerned with the process, until the short listing of the Company. The undue use by any Company of confidential information related to the process may result in the

rejection of its EoI and may be subject to the provisions of the Institute's anti fraud and corruption policy.

17. RIGHTS OF ICAR-CIFT:

17.1 ICAR-CIFT reserves the right to accept / reject the offers received without assigning any reasons whatsoever, or may call for any additional information / clarification if required. The Institute reserves the right to limit or delete any or part of the scope of work and extend the last date for submission of the EOI.

17.2 Notwithstanding anything contained in this EoI, ICAR-CIFT reserves the right to accept or reject any Application and to annul the EoI Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. In the event that ICAR-CIFT rejects or annuls all the Applications, it may, at its discretion, invite all eligible Prospective Licensor to submit fresh Applications.

17.3 ICAR-CIFT reserves the right to disqualify any Applicant during or after completion of EoI process, if it is found there was a material misrepresentation by any such Applicant or the Applicant fails to provide, within the specified time, supplemental information sought by ICAR-CIFT.

17.4 ICAR-CIFT reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EoI. Any such verification or lack of such verification by ICAR-CIFT shall not relieve the Applicant of his obligations or liabilities hereunder this EoI nor will it affect any rights of ICAR-CIFT.

17.5 The Institute reserves the right to revoke the exclusive license after the period of five years, and grant the license to another party. If the first licensee wish to renew the license after five years, they have to take part in the competitive bidding process again.

17.6 The EoI process shall be governed by and construed in accordance with the laws of India and shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the EoI process.

17.7 All disputes concerning the EoI and licensing shall be within the jurisdiction of courts in Cochin.

SECTION - III

ANNEXURE - A

(To be submitted by the company on their Letter Head)
(Also mention on the top of letter "**Confidential - TECHNICAL BID**")

Ref: _____

Dated _____

To
The Director
ICAR- Central Institute of Fisheries Technology
Matsyapuri P.O., Willingdon Island
Cochin - 682029, Kerala

Sub: ICAR-CIFT EOI No. _____ dt. _____

Sir,

With reference to the advertisement of Expression of Interest for the ***Licensing of Technology for manufacturing of rapid detection kits (Ammonia and Formaldehyde) for finding adulterants in fresh fish*** published in the _____ newspaper on _____,

I/We _____

hereby submit our Technical and Financial Quote as per prescribed Annexure, EMD and requisite EOI Document fees. I/We hereby declare that all the information and statements made in this Expression of Interest (EOI) are true and accept that any misinterpretation contained in it may lead to our disqualification. All the documents are subject to verification by local administration or as deemed fit by the Authority, Our Expression of Interest (EOI) is binding upon us. We understand that you are not bound to accept any Expression of Interest (EOI) you receive.

Yours faithfully

Signature
Name
Designation
Office seal

Encls:

ANNEXURE - B
TECHNICAL BID - ORGANIZATIONAL PROFILE
 (To be submitted by the company on their Letter Head)

1.	Name of the Technology applied for	
2.	Name, address and contact number of the firm/organization/company	
3.	Name of the Contact/Responsible person	
4.	Telephone/Mobile No. of the contact person	
5.	Fax No. E-mail ID Website	
6. *	Details of registration as an industry/ legal entity (copy of certificate to be attached)	
7. *	Details of the manufacturing experience, qualifications and experience of party and partners, if any, with details of the technical expertise available to show that the party can handle technical aspects of production, quality control and marketing (use separate sheets) (Kindly provide relevant experience for the last 5 years with supporting documents)	
8. *	Financial background duly certified by the Chartered Accountant on his letter head – a) Capital Investment of the firm during the last 5 years b) Annual Turnover of the firm for the last 5 years c) Audited Balance Sheet and Profit and Loss A/c. of the firm for the last 5 years	
9. *	List of major customers for the last 5 years with documentary evidence.	
10.	Whether necessary approvals from various departments are available with the firm/industry/organization for the same.	

11.	ISO 9001 certification, if any (Provide a copy, if applicable).	
12. *	Arbitration/Court Cases against the firm/industry/organization or dispute with ICAR/any consortium partner (Give the details, if applicable). If no such cases, mention as NIL.	
13. *	GST Registration Certificate (copy to be attached). In case of GST exemption, provide a copy of the Exemption Certificate	
14. *	<p>Details of Non-refundable Application Processing Fee of Rs. 2,000/- and Refundable Earnest Money Deposit of Rs. 20,000/-</p> <p>(EMD will be forfeited in case of successful bidder if he fails to pay the technology licensing fee and sign the MoU. EMD will be refunded to all other bidders without interest)</p> <p>a) Demand Draft No. drawn in favour of Director, ICAR-CIFT payable at Cochin</p> <p>b) Details of online transfer</p>	
15.	Any other information which the Bidder is willing to provide	

(Separate sheets may be enclosed if the space provided is insufficient)

DECLARATION

I/We, do hereby declare that the information given above and in the enclosed documents is true to the best of my/our knowledge and nothing has been concealed therein. I/We am/are well aware of the fact that if the information given by me/us is proved false/not true at any point of time, I/We will have to face punishment as per the provisions of law for the time being in force as well as the benefit availed of by me or the benefit accrued to me shall be summarily cancelled.

I/We, also affirm that I/We, am/are not banned or blacklisted from participating in tenders by any of the Govt. Departments.

I/We, do hereby undertake to furnish any further information required in this connection as and when desired by the Institute. I/We agree to abide by this bid for a period of 90 days from the date of opening of financial Bid under the instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date: _____ Signature _____
Place: _____ Name & Office seal _____

N.B. The points marked with asterisk (*) sign must be duly filled up with supporting documents for qualifying the Technical bid.

ANNEXURE - C

FINANCIAL BID

(To be submitted by the company on their Letter Head)

No:	Description	Amount quoted (Rs.)
1	Technology licensing fee offered by the bidder [Bidders quoting above Rs. 5.00 lakhs (Rupees Five Lakh) will only be considered for evaluation]	(Rs. in figures) - _____ + applicable taxes (Rs. in words) - _____
2	Royalty (non-refundable)	@ 5% on Sales Value excluding applicable taxes
3	License Grant Period	Five years
4	Nature of License	Exclusive

ANNEXURE - D UNDERTAKING

(To be submitted by the company on their Letter Head)

Ref: _____

Dated _____

In pursuance of the exclusive license of Technology to manufacture Rapid Detection Kits for finding adulterants in fresh fish developed by ICAR - Central Institute of Fisheries Technology, Cochin,

We _____
the company on being the successful bidder, undertake the following:

- Will pay the bid amount as per the offer letter issued by ICAR-CIFT in full within a period of seven working days from the date of offer of letter and before signing the MoU with ICAR-CIFT.
- Will execute the license agreement with ICAR-CIFT as per the licensing terms & conditions stipulated in the MoU and the EOI documents.
- Will remit the royalty amount within thirty (30) days after the end of each calendar quarter

We understand that in case we are found not adhering to the terms and conditions as laid out in this bid document or license agreement, ICAR-CIFT will take appropriate actions and will debar us from benefits / participation in any of the ICAR-CIFT, Cochin programs / activities in future for a period of 2 years. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by ICAR-CIFT, which shall be binding on us. We hereby also declare that our Company, is not indulged in any such activity which can be termed as the conflicting activities.

Date: _____ Signature _____

Place: _____ Name & Office seal _____

ANNEXURE - E

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas M/s (hereinafter called the "Company") has submitted their Expression of Interest (Eol) dated for being short listed for under **ICAR-CIFT, Cochin**, against the Institute's Invitation for Eol No. dated

KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (hereinafter called ICAR-CIFT) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2018.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the Company withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Company having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

- a) If the Company fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

We undertake to pay ICAR-CIFT up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 90 days after submission of Eol; i.e. at least up to _____ and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

SECTION - IV

INSTRUCTIONS TO THE COMPANY

Part-II: DATA SHEET

Clause No:	Particulars	
1	Name of the Institute	ICAR-Central Institute of Fisheries Technology
2	Name of the Assignment/job	Manufacturing and sale of Rapid Detection Kits (CIFTTest) for finding adulterants in fresh fish.
3	Date of pre-EoI meeting	02.05.2018
4	Date & time and address for submission of Expression of Interest (EoI) :	Latest by 16.05.2018 Time: 2.30 pm Tender box kept at CDN Division, ICAR-CIFT, Cochin
5	Representative of the Institute	Assistant Administrative Officer Co-ordination (CDN), ICAR-CIFT, Cochin Tel: 0484 2412300 Fax: 0484 2668212 ; Email: ciftcdn@gmail.com
6	Validity-period of the Expression of Interest (EoI) to be submitted by the prospective Pharmaceutical Company	The Expression of Interest (EoI) to be submitted by the prospective Company must remain valid for minimum 90 days after the submission date, <i>i.e.</i> at least until 16 th August 2018
7	Clarifications may be requested not later than 3 (three) days before the submission date. The address for requesting clarifications is:	Assistant Administrative Officer Co-ordination (CDN), ICAR-CIFT, Cochin Tel: 0484 2412300 Fax: 0484 2668212 Email: ciftcdn@gmail.com
8	The formats of the Expression of Interest (EoI) to be submitted are:	Annexure A,B,C,D and E

9	Royalty Schedule	<p>Royalties dues of sale of any Unit shall be 5% of Net Sales.</p> <p>NET SALES: For purposed of calculating any and all Royalties Due under Appendix A, Net Sales shall be defined as actual invoiced selling price whether collected or not for any and all Units disposed of less:</p> <ol style="list-style-type: none"> 1) discounts allowed and taken, except prompt payment discounts and/or uncollectible accounts; 2) inbound and outbound transportation costs, including overseas and domestic freight; 3) cartons, packaging, and crating costs; 4) sales and use taxes; 5) amounts refunded or credited up on purchase price of returned units; and 6) volume discounts and rebates.
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Section - V

CHECK-LIST

Please note: To help you prepare the best application possible, all items below need to be considered and ticked off. This will also assist us with assessment of your application.

Have you:

- Read the EoI Guidelines? ☐
- Contacted the relevant Officer(s) to discuss your EoI Document? ☐
- Read and addressed the ICAR-CIFT EoI document? ☐
- Checked that your Company is aware and agrees to the final EoI submitted? ☐
- Signed the EoI (or typewritten if emailed) and checked that you are authorized to sign/submit the form? ☐