



NATIONAL CENTRE FOR SUSTAINABLE AQUACULTURE

(MPEDA, Ministry of Commerce & Industry, Government of India)

ISO 9001: 2015

3rd Floor, Integrated Complex, MPEDA,

AMC, Narasayya Agraharam,

Kumudavalli Road, Bhimavaram,

West Godavari District – 534201,

Andhra Pradesh. India

Telephone: +91 8816 235065

E-mail: nacsas@mpeda.gov.in,

Web: www.nacsampeda.org.in



TENDER DOCUMENT

BID	
Scope of the Quotation	Supply of “WSSV, EHP(Animal), EHP(Soil), IHNV, AHPND/EMS test kits for Shrimp diagnosis suitable for POCKIT™ Micro Duo Nucleic Acid Analyzer for AOCs
Rate Contract period	Two years from the date of the award of contract
Earnest Money Deposit	Rs. 65,000 (Rupees Sixty-Five Thousand only) by Demand Draft in favour of NaCSA, payable at Bhimavaram
Last Date for submission of Quotation	01.10.2026 at 17.00 PM

Table 1

SL No	Name Of Kit	Specifications:
1	WSSV kit	48 tests/ kit (including extraction reagents & R-tubes) Sensitivity: Up to 10 copies/reaction PCR reaction time: Less than one hour Built-in internal control Should be WOAHCertified
2	EHP (Animal) Kit	48 tests/ kit (including extraction reagents& R-tubes) Sensitivity: Up to 10 copies/reaction PCR reaction time: Less than one hour Built-in internal control Should be WOAHCertified
3	EHP (Soil) Kit	48 tests/ kit (including extraction reagents & R-tubes) Sensitivity: Up to 10 copies/reaction PCR reaction time: Less than one hour Built-in internal control Should be WOAHCertified
4	IHNV Kit for Shrimp	48 tests/ kit (including extraction reagents & R-tubes) Sensitivity: Up to 10 copies/reaction PCR reaction time: Less than one hour Built-in internal control

		Should be WOAHCertified
5	AHPND/EMS, for Shrimp	48 tests/ kit (including extraction reagents & R-tubes) Sensitivity: Up to 10 copies/reaction PCR reaction time: Less than one hour Built-in internal control Should be WOAHCertified

1. INTRODUCTION:

The **National Centre for Sustainable Aquaculture** (here in after referred as “**NaCSA**”) is a society registered under the AP Societies Registration Act 35 of 2001 under the administrative control of The Marine Products Exports Development Authority (here in after referred as “MPEDA”), Ministry of Commerce and Industry, Government of India. NaCSA with its Head office at 3rd Floor, Integrated Complex, MPEDA, AMC, Narasayya Agraharam, Kumudavalli Road, Bhimavaram, West Godavari District – 534201, Andhra Pradesh. India is entrusted with the forming of clusters of shrimp farmers as primary task of promotion of export of marine products from India.

2. ELIGIBILITY CRITERIA:

- 2.1. The Bidder should have Audited Annual Accounts for the past 3 years (Copies to be attached). The bidder should have an annual turnover of at least ₹25.00 lakh. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.
- 2.2. The minimum average annual financial turnover of the OEM (Original Equipment Manufacturer) of the offered product during the last three years, ending on 31st March of the previous financial year, should be ₹50.00 lakh. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.
- 2.3. Bidder or its OEM must be in this business continuously for the last three financial years (Purchase Order copies may be submitted as proof).
- 2.4. Only authorized suppliers of **test kits for WSSV, EHP (Animal & Soil), IHNV for Shrimp, and AHPND/EMS, suitable for POKIT™ Micro Duo Nucleic Acid Analyzer** of the same make, shall be considered for technical evaluation. The bidders shall submit valid documentary proof in support of their authorization claims.
- 2.5. The MSME and start-up firms are exempted from submission of EMD subject to submission of proof of evidence towards their status of MSME/Start-up.
- 2.6. The MSME and start-up firms are also exempted from the turnover criteria specified at 2.1 & 2.2.

2.7. The exemption will also be given to only those MSME and start-up firms, if they are categorized as MSME and start-up firms in the production / distribution of diagnostic kits

3. TENDER SCHEDULE:

1	Tender. No.	2026_MPEDA_921148	
2	Tender for	Supply of test kits (WSSV, EHP (Animal& Soil), IHHNV Kit and AHPND / EMS) for Shrimp Suitable for POCKIT™ Micro Duo Nucleic Acid Analyzer	
3	Contract Period	Two Years from the date of award of contract	
4	EMD Amount	₹ 65,000/- (Rupees Sixty - Five Thousand only)	
5	Validity of tender	180 Days	
6	Published date	10/09/2026	12.00hrs.
7	Date of release of tender	11/09/2026	10.00hrs.
8	Pre-bid meeting (online mode)	16/09/2026	11.00hrs.
9	Clarification start date	11/09/2026	11.00hrs.
10	Clarification end date	30/09/2026	17.00hrs.
11	Bid submission start date	11/09/2026	11.05hrs.
12	Bid submission end date	01/10/2026	17.00hrs.
13	Technical bid opening date	05/10/2026	11.00hrs.

4. INSTRUCTION TO BIDDERS:

4.1. The bidders who desire to participate in the tender shall submit their technical bids, financial bids etc., in the Central Public Procurement Portal (CPPP) along with the letter of submission of tender document (Annexure I) in the standard formats prescribed in the technical documents, published at www.nacsampeda.org.in and in the official website of MPEDA (www.mpeda.gov.in). The bidders should submit copies of all relevant certificates, documents and approvals etc. along with tender document support of their technical bids in. The bidder should sign all statements, documents etc. submitted by him, owning responsibility for their correctness / authenticity. In case the bidder is not an OEM, the firm must submit authorization from OEM as per Annexure II.

4.2. Authorized signatory: A person who signs the tender for the bidder shall be authorized by the bidder to do so (Annexure III).

4.3. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules or start up, the bidder shall be exempted from the requirement

of" Experience Criteria" subject to meeting of quality and technical specifications specified in this bid.

- 4.4. In case any bidder is seeking exemption from Turnover / Experience Criteria, he shall submit supporting documents to prove his eligibility.
- 4.5. Preference to Make – in India products: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods / Products. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively. Supplier at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification (Annexure IV) that the items offered meet the local content requirement.
- 4.6. False declarations will be in breach of Code of Integrity under Rule 175 (1) (i) (h) Of the GFR 2017 for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of GFR-2017 along with such other actions as may be permissible under law.
- 4.7. The bidders should quote all-inclusive rates for delivery of articles including GST / Packing / Delivery charges / Insurance charges etc. at the consignee premises. (Annexure-IX)
- 4.8. The quoted rate shall remain unaltered during the entire contract period of **two years from the date of execution**.
- 4.9. The estimated requirement of kits as per Annexure V is indicative and can vary based on the operational circumstances of the AOC, and hence the quoted rate shall remain unaltered even if there is a decrease / increase in the number of kits ordered by NaCSA.
- 4.10. Validity of Tender- The offer should remain open for 180 (one hundred eighty) days from the date of opening of the tender and there should be clear mention in the Tender to that effect.
- 4.11. The present tender follows two-stage process, comprising of technical evaluation (Annexure XII) and financial evaluation. On the day of Tender opening, only technical bids will be opened, and the financial bid of technically qualified bidders will be opened at a later date as desired by NaCSA.

- 4.12. NaCSA reserves the right to accept or reject any tender or the whole tender process without assigning any reason whatsoever.
- 4.13. The details for e-payment may be provided as Annexure-VI.
- 4.14. The check list for bidders is kept as Annexure-VII.

5. COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT(EMD):

- 5.1. The Bidders shall submit EMD of ₹ **65,000/-** (Rupees Sixty-Five thousand only) in the form of Demand Draft in favor of- NaCSA, payable at Bhimavaram.
- 5.2. No interest is payable on the **EARNEST MONEY DEPOSIT AMOUNT**.
- 5.3. The validity of the amount submitted as the EMD should be suitably extended by the Bidder, if needed, beyond validity of the tender.
- 5.4. The EMD will be returned to the unsuccessful Bidders.
- 5.5. In case of withdrawals or amends or impairs or derogates or non-compliance of Tender condition(s) of the offer in any respect within the validity period of the tender or refusal to furnish **PERFORMANCE SECURITY DEPOSIT** in the event of getting intimation of awarding the Purchase Order, the EMD amount is liable to be forfeited.
- 5.6. The tender received after the prescribed date and / or time and without tender fee and EMD will be rejected.
- 5.7. Bidders registered under MSME are exempted from the EMD amount.

6. AMENDMENT TO THE TENDER ENQUIRY / TENDER SCHEDULE:

- 6.1. At any time prior to the last date for receipt of bids, NaCSA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or as an outcome of the deliberation of Pre-Bid meeting, if any, modify the tender document by issuing an amendment.
- 6.2. The amendment will be notified in the E-procurement portal <https://eprocure.gov.in> and in the official website of NaCSA portal <https://nacsampeda.org.in> and in the official website of MPEDA (www.mpeda.gov.in), which can be accessed by any prospective bidders.
- 6.3. As such, the bidders are requested to see the websites mentioned in 6.2 before the due date of tender submission to ensure that they have not missed any corrigendum/amendment of the uploaded tender document. No separate intimation in respect of corrigendum/amendment will be sent to the bidders.

- 6.4. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, NaCSA may, at its discretion, extend the last date for the receipt of tenders
- 6.5. The Tender Enquiry (or Tender Schedule) and Purchase order (or resultant contract) will be interpreted under Indian Laws

7. CLARIFICATION OF TENDER DOCUMENT:

- 7.1. Prospective Bidders requiring any clarification on the Tender Document may be clarified in the pre-bid meeting to be held on **16/09/2026 at 11.00 hrs.**
- 7.2. The pre-bid meeting will be held online mode. The link for the pre-bid meeting will be published on www.eprocure.gov.in, www.nacsampeda.org.in and www.mpeda.gov.in as a corrigendum three days before the scheduled date. Bidder also notify NaCSA in writing at the mailing address nacsa@mpeda.gov.in for clarifications on or before the clarification end date. NaCSA will respond to all the queries in the form of a corrigendum which will be published on www.eprocure.gov.in, www.nacsampeda.org.in and www.mpeda.gov.in.

8. SUBMISSION OF BID:

- 8.1. All bids are to be submitted at the Central Public Procurement Portal, bids of those who fulfill the eligibility criteria only would be considered by NaCSA.
- 8.2. If the tender opening day happens to be a holiday, the tenders will be opened on the next working day.
- 8.3. Tender documents should be page numbered and signed on all pages by the Authorized signatory along with seal of the Firm/ Agency.
- 8.4. The person signing the tender shall have the authority to sign the tender on behalf of the said company. Authorization to sign the tender on behalf of the company and ID proof to be attached.
- 8.5. The CEO, NaCSA reserves the right to reject any or all the tenders without as signing any reasons.
- 8.6. This contract can be extended for one more year with mutual consent without any enhancement in the quoted rates.

9. REJECTION OF BIDS:

- 9.1. Tenders which are incomplete in terms of specifications or required details will not be considered and such tenders are liable to be rejected.
- 9.2. Bids which are not technically qualified will be summarily rejected.
- 9.3. Canvassing by the Bidder in any form, unsolicited letter and post-tender

correction may invoke summarily rejection of the bid along with the forfeiture of EMD.

9.4. Conditional tender i.e. tenders submitted incorporating bidders own imposed condition(s) will be summarily rejected.

9.5. No post-bid clarification on the initiative of the bidder will be entertained

10. BID EVALUATION CRITERIA:

10.1. The Technical bids will be opened by a committee of officers duly constituted for the purpose at the time and date as specified in the tender document.

10.2. Technical evaluation is mainly based on the performance verification of kits by the manufacturer in compliance with as per CODEX validation document **CAC/GC 74.2010**.

10.3. Performance shall be carried out by the bidder using their PCR Kits procedure in a NABL accredited laboratory which handles fish and shrimp matrices. Fish/Shrimp shall be spiked (< test kits (WSSV, EHP (Animal& Soil), IHNV Kit for Shrimp and AHPND / EMS). Performance can be carried out in a Thermal cycler at NABL accredited laboratory, or the performance shall be carried out POCKIT™ Micro Duo Nucleic Acid Analyzer in any of AOC. Kits shall be suitable for POCKIT™ Micro Duo Nucleic Acid Analyzer) and analyze it for meeting the Performance criteria as per Annexure VIII. This performance sheet including raw data sheet and all documents pertaining to the performance shall be uploaded along with the bid.

10.4. To ensure the quality and validity of the products offered, the bidder is required to include recognized certification in their technical bid. This documentation must be current, issued by an accredited body, and verify the product's compliance with standards like RAFT validation (FSSAI), AOAC approval, WOH approval, or other recognized international quality measures.

10.5. Those bids which are complete in all aspects and fulfil the technical evaluation of the documents submitted by the bidder as per the stipulations mentioned in 10.2 & 10.3 above will only be considered for financial evaluation.

10.6. The lowest total financial offer (BoQ) (inclusive of all financial / cost aspects including ultimate landing cost up to the consignee's place) will be selected from the technically qualified bids.

11. AWARD OF CONTRACT:

- 11.1. The lowest quoted price will be considered for purchase based on the two-stage evaluation process.
- 11.2. The selected bidder will be extended a purchase contract for supply of kits at the quoted rate to the AOCs of NaCSA as specified in Annexure IX.
- 11.3. The selected bidder shall acknowledge the purchase contract within 7 days from the receipt of the same, and return the signed copy of the purchase contract to NaCSA.
- 11.4. A formal contractual agreement shall be executed between NaCSA and the Vendor on a non-judicial stamp paper of Rs. 500, duly signed by both parties prior to commencement of the supply/work. The agreement shall incorporate all terms and conditions of the contract, including the scope of work, specifications, delivery schedule, payment terms, performance obligations, warranty provisions, penalties, and other applicable conditions as specified in Annexure XIII
- 11.5. The quantity of test kits/items indicated in the tender document (Annexure V) is only an estimated requirement and may vary depending upon the actual demand and operational necessity of NaCSA. NaCSA reserves the right to increase or decrease the quantity without assigning any reason, and the vendor shall have no claim whatsoever on account of such variation

12. PERFORMANCE SECURITY DEPOSIT:

- 12.1. The successful bidder shall produce a **PERFORMANCE SECURITY DEPOSIT** for **10%** of purchase value in the form of Demand Draft favoring "NaCSA" payable at Bhimavaram within 14 days from date of acknowledgement of the purchase contract.
- 12.2. In case of non-delivery of the ordered materials in time or/and for any other bad delivery performance or/and failure of the delivered material which are not meeting the required specifications like Quantity, Quality, Purity and Grade / Specification etc., NaCSA will quantify the loss sustained or penalty leviable thereon and the performance security will be adjusted against such loss or penalty.
- 12.3. The Performance Security Deposit amount will be returned to the Supplier by deducting all penalties or other amounts due from the contractor after completion of contract period.
- 12.4. The Performance Security Deposit shall remain in force for a period of 26 months from the date of execution and shall be enforceable until the supplier has duly fulfilled all contractual obligations under the contract.

13. DELIVERY INSTRUCTIONS:

- 13.1. Supplies are to be made as per the requirement of NaCSA and the items are to be delivered to the locations as per Annexure IX based on individual purchase orders received from them, as per the quoted rate.
- 13.2. In case of requirement of Way bill at the time of delivery, the prescribed Entry tax whatever needed shall be borne by the supplier. Arrangements for obtaining the necessary Waybill / Road permit shall be the responsibility of the supplier.
- 13.3. The earliest date by which delivery can be completed should be mentioned in the tender. However, the delivery date shall not exceed 15 days from the date of the purchase order issued to the selected supplier

14. LIQUIDATED DAMAGE CLAUSE:

- 14.1. **Penalty:** If the Bidder fails to supply the items as per Purchase Order issued or supply items which are inferior in quality than specified, the Performance security will be forfeited, and the party will be blacklisted from further dealings.
 - 14.1.1 In case of any delay in supply beyond the stipulated time without any valid reason, a penalty@0.5% per week or part of the week of the delayed period not exceeding 5% of purchase value will be levied from performance security.
 - 14.1.2 The schedules of delivery as per the Purchase Order should be strictly adhered to. In case there is a delay either in the delivery or delivery of defective items, the firm will be liable to pay liquidated damages @ 0.5% per week or part of the week (min. 3 days) of the delayed period not exceeding 5% of the purchase value, which will be recovered from the Performance Security Deposit submitted by the supplier.
 - 14.1.3 Item(s) rejected shall be replaced with item specified (quality & quantity) in the purchase order within 7 days from the receipt of the intimation for replacement. In case of any failure in this regard, no payments will be made for the rejected quantity. Delays due to replacement will also warrant penalties as specified in 14.1 above
- 14.2. The successful Bidder shall have to supply the items within the time limit specified in the purchase order from the NaCSA. In case extension of time is required for valid reasons, the request should be given within 05 days from the date of receipt of purchase order. Such a request will be examined,

and extension of time granted on merit.

14.3. On receipt of purchase order, the firm shall acknowledge the same. If no information is received, the firm shall be deemed to have agreed to supply within the stipulated period.

14.4. Supply of items must be as per specification mentioned in the Purchase Order. All items supplied **shall be of the latest batch / year and / or have a minimum shelf life of one year from the date of supply.**

14.5. All items supplied shall be accompanied by the necessary **Certificate of Analysis (COA) or Compliance Certificate along with required QC standards traceable to ISO 17034: 2016 or equivalent**

14.6. In the event that any test kits are found damaged, defective, or not in conformity with the prescribed specifications upon receipt, inspection, or use, the supplier shall, at its own cost and risk, replace or rectify the same to the satisfaction of the purchaser within the time period specified by the purchaser. Any loss, damage, or delay arising on account of such defective supply shall be borne solely by the supplier

15. Demo:

15.1. The successful Bidder shall Demo at their own expense for the quoted Kit(s) by their own application chemist in all AOC Labs of MPEDA-NaCSA as per the technical requirements of as per CODEX validation document **CAC/GC 74.2010.**

15.2. It will be the responsibility of the successful bidder to place adequate manpower to complete the demo within the period stipulated as per 15.1 above for all the 17 AOC Labs.

15.3. Any failure / unsatisfactory performance will lead to the rejection of the entire contract awarded to the supplier. In that case, then expertly (second lowest) will be called up for performance verification and the same procedures will be followed before awarding the contract to the next party

16. PAYMENT TERMS:

16.1. Payment amount will be credited through RTGS after satisfactory receipt, evaluation of items and submission of original invoice/relevant documents like Quality control Certificate/ Certificate of Analysis (COA) along with other documents mentioned in purchase order.

16.2. Part supply is allowed. However, payment will be affected only after completing the entire supply of items mentioned in the purchase order.

17. TERMINATION OF CONTRACT:

- 17.1. If the supply of contractor at any stage is found unsatisfactory, NaCSA will terminate the Contract without assigning any further reason and notice. In such an event, the entire performance security deposit will be forfeited by NaCSA, without any intimation to the supplier
- 17.2. NaCSA may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or parts if the firm fails to arrange the supply of any or all the items within the period(s) specified in the contract.
- 17.3. In such an event, the second lowest quoted party (L2) will be called up for performance verification and the same procedures will be followed before awarding the contract to the next party.
- 17.4. NaCSA may, without prejudice, to other rights under law or the contract provided get the supply of material done at the risk and cost of the firm, in the above circumstances.

18. TERMINATION FOR INSOLVENCY:

MPEDA-NaCSA may also give written notice for termination of contract / Order and without compensation to the firm, terminate the contract / Order, if the firm becomes unwillingly, bankrupt otherwise insolvent without affecting its right of action or remedy as hirer.

19. FORCE MAJEURE CLAUSE:

Force Majeure shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence.

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results due to Force Majeure like Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the award of the present contract. This would also include Pandemic situation/lock down imposed.

Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. The Party invoking Force Majeure shall notify the other without delay, stating the nature,

likely duration and foreseeable effect, and take any measure to minimise possible damage.

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than ten (10) days, the bidders shall give notice and full particulars in writing to the MPEDA-NaCSA of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the MPEDA-NaCSA may terminate the Contract / PO with immediate effect by providing written notice to the bidder.

20.ARBITRATION:

20.1. In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matters the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitrator to be fixed by mutual consent of both the parties.

20.2. The venue of the arbitration proceedings shall be NaCSA, HO, Bhimavaram, W.G District, Andhra Pradesh.

20.3. Any legal dispute arising out of this contract should be dealt by Courts having jurisdiction at Bhimavaram.

SUBMISSION OF BID

The Technical Bid and Financial Bid must be uploaded digitally in separate electronic envelopes/folders on the Central Public Procurement Portal (CPPP). The uploaded documents must include the digital copies of the quotation for the "Supply of Test Kits (WSSV, EHP (Animal & Soil), IHNV Kit for Shrimp and AHPND / EMS) Suitable for POCKIT™ Micro Duo Nucleic Acid Analyzer" along with all relevant certificates and supporting documents as mentioned in the Quotation Notice. All required documents must be digitally signed and successfully submitted on the CPPP portal on or before the notified last date and time, addressed electronically to the Chief Executive Officer, NaCSA HQ, Bhimavaram; manual or hard-copy submissions sent to the office will not be accepted under any circumstances.

FINANCIAL BID FORMAT

Name of work – Supply of laboratory PCR Test kits etc., for NaCSA 17 AOC laboratories a separate file has been provided with a file name “**BoQ**” a copy of duly signed to be submitted along this Financial Bid format.

Name of the Bidder:

S.No	Particulars	Total Basic Rate in Rs.	GST	Total amount with GST (3+4) in Rs.
1	2	3	4	5
1	WSSV kit - 48 tests (Incl. Extraction Kit & R-Tubes)			
2	EHP kit for Tissue sample- 48 tests (Incl. Extraction Kit & R-Tubes)			
3	EHP kit for Soil sample- 48 tests (Incl. Extraction Kit & R-Tubes)			
4	Infectious Hypodermal and Hematopoietic Necrosis Virus (IHHNV) Kit for Shrimp			
5	AHPND/EMS Plasmid Kit for Shrimp			
Grand Total				

Date:

Signature of the bidder/Authorized signatory

LETTER FOR SUBMISSION OF TENDER IN COMPANY LETTER HEAD

To,
The Chief Executive Officer,
The National Centre for Sustainable Aquaculture (NaCSA),
(MPEDA, Ministry of Commerce and industry, Govt. of India),
3rd Floor, Integrated Complex, MPEDA,
AMC, Narasayya Agraharam,
Kumudavalli Road, Bhimavaram,
West Godavari District – 534201,
Andhra Pradesh. India

SUB: SUPPLY OF TEST KITS (WSSV, EHP (ANIMAL & SOIL), IHHNV KIT FOR SHRIMP AND AHPND/EMS) SUITABLE FOR POCKIT™ MICRO DUO NUCLEIC ACID ANALYZER FOR NACSA AQUA ONE CENTERS.

Sir,

I / We /am/ *are authorized signatories of M/s.....

undertake as follows: -

1. I/ We hereby undertake to supply Test Kits for a period of **TWO Years** from ----- -- to ----- at the rates quoted by me/us and in the pack, size mentioned in tender form, which is submitted herewith according to the instructions and the terms and conditions.
2. The rates quoted against each item by me/us in the tender are all inclusive including packing charges, freight charges and duties payable during the contract period. However, %GST charges are mentioned separately against each item.
3. Necessary documents are enclosed herewith in the order in which they are mentioned.
4. I/We have carefully read and understood the terms and condition to avoid any error, omission. I/we shall abide by these conditions. I/we will follow them scrupulously.
5. My / our firm has not been blacklisted by any Govt. institution / Organization during the last three years.
6. I/we hereby undertake to abide by the terms and conditions of the contract, and I/we have signed all the papers of terms and conditions and filled up prescribed Performa(s) given along with the tender.

Yours faithfully,

(Signature of Bidder with seal) (Authorized Signatory)

*Strike out not applicable

AUTHORIZATION LETTER

(On Letter head of the Firm/ Company)

Date:

(Authorization letter to be issued by the manufacturer for appointing Distributor / Dealer / Agent etc.)

I/We the undersigned who is / are authorized signatory / signatories of the manufacturing firm M/s..... address do hereby Authorize M/s.....addressto supply Test Kits / collect the orders / raise the bills for the Test Kits manufactured by me/ us. I /we have authorized/ not authorized* any other Distributor / Agents/ Dealer etc for this purpose.

I/we have gone through all the terms and conditions of the Quotation and the same shall be binding on me/ us and also on the Distributor /Dealer /Agent M/s.....appointed by me/us during the whole contract period including extension period of the said contract, if any.

Authorized signatory of the firm (Seal)

*Strike out not applicable

Note: Relevant copy of the letter from the respective principals may be enclosed.

Date

DECLARATION-CUM-UNDERTAKING

I/we am/ are authorized signatory / signatories of the firm M/s.
(Address)..... do here by undertake that-The firm is in this business in continuation
for last three years i.e., ----- to till date. If any information in the tender submitted
by me is found incorrect/ false at any time, the tender is liable to be rejected. The terms
and conditions of the tender is acceptable in full.

Authorized signatory

(Seal)

Self-Certification under preference to Make in India order Certificate
(On Letter head of the Firm / Company)

In line with Government Public Procurement Order No.P-45021/2/2017-BE-
Ildt04.06.2020, as amended from time to time and as applicable on the date of
submission of tender, we hereby certify that we M/s.
.....(supplier name)

1) I / We certify that I / we come under Class-I Local Supplier Category whose
goods / services local content is equal to 50% or more than 50%.

OR

2) I / We certify that I / we come under Class-II Local Supplier Category
whose goods / services local content is more than 20% but less than 50%.

Details of location at which local value addition will be made as follows:

_____.

We also understand, false declarations will be in breach of the code of integrity
underrule175(1)(i)(h) of the General Financial Rules for which a bidder or its
successors can be debarred for up to two years as per Rule151(iii) of the
General Financial Rules along with such other actions as may be permissible
under law.

Yours faithfully,

(Signature of Bidder with seal) (Authorized Signatory)

*Strikeout not applicable

QUANTITY REQUIRED DURING THE PERIOD OF CONTRACT

Sl.no	Name of Aqua One Centre	Total number of Kit(Labwise)				
		WSSV	EHP(A NIMAL)	EHP(SOIL)	IHHN V (SHRI MP)	IHHN V (EMS/ AHPN D)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
TOTAL ANTICIPATED REQUIREMENT IN 17 AOCS FOR THE YEAR 2026-2028		10	10	05	01	01

Note-Kit requirement may fluctuate as per the demand

MANDATE FORM

(Bank details for e-PAYMENT)

1. Name and address of beneficiary:
2. Bank account no:
3. Type of account (S.B/Current/Cash credit):
4. Digital code number of the bank and branch as appearing on the MICR Cheque issued:
5. Name of bank:
6. Name of branch and address, Telephone No:
7. IFSC Code (Indian Financial Service Code):
8. Photocopy of cancelled cheque to confirm correctness of IFSC code and Account No:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information given by me as above, I would not hold the user institution responsible.

Date: (Signature of the Beneficiary)

For BANK

Certified that the particulars furnished above are correct as per our records. Bank's seal:

Date:

Signature of the Authorized Official

CHECK LIST FOR BIDDER

Tender Ref. No:		NaCSA/HQ/TECH/14/26-27	
Date:		06.08.2026	
Name of the Bidder			
SI No	Particulars	Document Attached	Page No.
A	EMD INR: Rs.65,000/- Demand Draft No: Date:	Yes / No	
B	TECHNICAL BID with following Annexes	Yes / No	
1	ANNEXURE-I: TENDER ACCEPTANCE LETTER	Yes / No	
2	ANNEXURE-II: AUTHORIZATION LETTER	Yes / No	
3	ANNEXURE-III: UNDERTAKING	Yes / No	
4	ANNEXURE-IV: MII CERTIFICATE	Yes / No	
5	ANNEXURE-V: ESTIMATED QUNATITY	Yes / No	
6	ANNEXURE-VI: MANDATE FORM	Yes / No	
7	ANNEXURE-VII: CHECK LIST FOR BIDDER	Yes / No	
8	ANNEXURE-VIII: SPECIFICATION & PERFORMANCE	Yes / No	
9	ANNEXURE-IX: DELIVERY POINTS	Yes / No	
10	ANNEXURE-X: FINANCIAL CAPABILITIES	Yes / No	
11	ANNEXURE-XI: COURT CASES/ARBITRATION	Yes / No	
12	ANNEXURE-XII: SCORING PATTERN	Yes / No	
13	ANNEXURE-XIII: MASTER SUPPLY AGREEMENT	Yes / No	
C	FINANCIAL BID (BOQ) (to be submitted in exls format through online only)	Yes / No	

SPECIFICATIONS**POCKIT PCR Test Kits**

SL No	Name Of Kit	Qty	Specifications	Requirement	Yes/ No
1	s WSSV kit	1		for analysis WSSV Disease	
2	s EHP (Animal) Kit	1		for analysis EHP Disease in Shrimp	
3	s EHP (Soil) Kit	1		for analysis EHP Disease in Soil	
4	IHHNV Kit for Shrimp	1		for analysis IHHNV Disease in Animal	
5	AHPND/EMS, for Shrimp	1		for analysis AHPND/EMS Disease in Animal	

FORMAT FOR PERFORMANCE SHEET**Test Kits (WSSV, EHP (Animal & Soil), IHHNV Kit for Shrimp, AHPND/EMS)****A. Specificity/Selectivity:**

Verification of the specificity of a novel assay can be accomplished as per the following phases. A positive reference if available or Positive control in the kit of all 4 types of viruses (WSSV, EHP, IHHNV & AHPND/EMS) shall be used for spiking.

- 10 Positive samples (Spiked) containing target viruses (Positive control in the kit) (either WSSV/ EHP/IHHNV/AHPND) in **Column -B**
- Results of testing may be mentioned as detected/ not detected in the **Column-C**
- 10 Blank/ Nuclease free water (**Column -D**)
- 10 Samples containing closely related or non-target viruses (or positive control in the kit other than target virus) /microorganisms (**Column -E**). For example: for detecting WSSV, a negative control shall be used as spiking other viruses like IHHN or AHPND etc.

Table.1

SI .NO	Compound/ Pathogen (WSSV)	Detected/ not detected	Blank (Nuclease free water)	Value of Negative control
--------	------------------------------	------------------------	-----------------------------------	---------------------------------

			Detected/ not detected	(Detected/ not detected)
A	B	C	D	E
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Table.2

SI .NO	Compound/ Pathogen (EHP)	Detected/ not detected	Blank (Nuclease free water) Detected/ not detected	Value of Negative control (Detected/ not detected)
A	B	C	D	E
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Table.3

SI .NO	Compound/ Pathogen (IHNV)	Detected/ not detected	Blank (Nuclease free water) Detected/ not detected	Value of Negative control (Detected/ not detected)
A	B	C	D	E
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Table.4

SI .NO	Compound/ Pathogen (AHPND)	Detected/ not detected	Blank (Nuclease free water) Detected/ not detected	Value of Negative control (Detected/ not detected)
A	B	C	D	E
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

B. Sensitivity – Limit of Detection (LOD)

The Limit of Detection (LOD) of the method was established as the lowest concentration at which the target virus (Positive control) was detected in at least 95% of replicates under specified test conditions.

Prepare serial dilutions of the target virus (Positive control) in suitable matrix, such as:

- 10^{-1}
- 10^{-2}
- 10^{-3}
- 10^{-4}
- 10^{-5}
- 10^{-6}

Least detection level may find out from the above dilutions and the same may be carried out 10 times as detailed below and the results may be put in the column C

Table 1 (a)

Sl. No	Analyte (WSSV)	Results of LOD
(A)	(B)	(C)
1		
2		
3		
4		
5		
6		
7		
8		

9		
10		

Table 2 (a)

Sl. No	Analyte (EHP)	Results of LOD
(A)	(B)	(C)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Table 3 (a)

Sl. No	Analyte (IHHNV)	Results of LOD
(A)	(B)	(C)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Table 4 (a)

Sl. No	Analyte (IHHNV)	Results of LOD
(A)	(B)	(C)
1		
2		
3		
4		
5		
6		
7		
8		
9		

10		
----	--	--

Enclosures;

1. Certificate of Analysis of Test Kits
2. Kit Batch/Lot numbers
3. Instrument details

Signature of Bidder
Name:

Designation:

Date:

Seal:

DELIVERY POINTS

Address of the NaCSA AOCS where the Test Kits to be delivered

<u>SL.No</u>	<u>AOC Address</u>
Andhra Pradesh	
01	NaCSA Aqua One Centre (Navuduru) Door no -1-195 E, Near Peddalankamma Thalli Complex, Navuduru Junction, Konithiwada Village Veeravasaram Mandal, West Godavari District, Andhra Pradesh Pin– 534240 Email:nacsaaoc.navuduru@gmail.com Shri M.Vijaya Kumar, Field Manager, NaCSA, Ph.No 9492949002
02	NaCSA Aqua One Centre (Seethanagaram) Door.No-P-23,Seethanagaram, Santhabommali (Mandal) Srikakulam District,Andhra Pradesh, Pin – 532211. Email:nacsaaoc.seethanagaram@gmail.com Shri P.Ramu , Field Manager, NaCSA Ph.9100491203
03	NaCSA Aqua One Centre (Ichchapuram) Door.No-8-1-51/6a, Bangala Road, Mutyalamma Peta, Ichchapuram (Mandal) Srikakulam District,Andhra PradeshPin – 532312 Email:nacsaaoc.ichapuram@gmail.com Shri P.Ramu , Field Manager, NaCSA Ph.9100491203
04	NaCSA Aqua One Centre (Srikakulam) C/O Bammidi Venkata Rao, S/O AppannaDoor No:30-5B1 Rajeev Nagar Colony,Near Sri Chaitanya College Road, RamalaxmanJunction,Srikakulam Town, Srikakulam District,Andhra Pradesh Email: nacsaaoc.srikakulam@gmail.com Shri Ch Naga Puspha Rao, Field ManagerNaCSA, Ph:9866799963
05	NaCSA Aqua One Centre (Malkipuram) C/O Pandi Srinivas, ChinnaBurugu, Near Panchayathi Office Road, Visweswrayapuram, Malkipuram, east Godavari District, Andhra Pradesh -533253Email: nacsaaoc.malkipuram@gmail.com Shri P Sunil Kumar, Field Manager, NaCSA,Ph: 8886678088
06	NaCSA Aqua One Centre (Korukollu) Besides RBK,Near Andhra Bank,Korukollu Village, PalakoderuMandal,West Godavari District, Andhra Pradesh, 534209 Email: nacsaaoc.korukollu@gmail.com P.Ramu , Field Manager, Ph.9100491203
07	NaCSA Aqua One Centre (Ramayyapatnam) C/O Chapala Ramanaiah Building, RamayapatnamVillage, Ulavapadu Mandal, Prakasam District, Andhra Pradesh PIN;523291 Email: nacsaaoc.ramayyapatnam@gmail.com

	J. Kiran, State Coordinator, NaCSAPh: 8897357479
08	NaCSA Aqua One Centre (Machilipatnam) C/O Madempudi Rajendra prasad, D.No-1/37, Sivaganga, Machilipatnam, Mandal, Krishna District, Andhra Pradesh 521001 Email: nacsaaoc.machilipatnam@gmail.com Shri Ch Naga Puspha Rao, Field Manager NaCSA, Ph:9866799963
09	NaCSA Aqua One Centre (Karlapalem) C/O Mudunuri Srinivasa Raju, Dr.No.8-313, Behind Police Station, Karla Palem, Po & Md. Guntur District. Andhra Pradesh. Email: nacsaaoc.karlapalem@gmail.com J. Kiran, State Coordinator, NaCSAPh: 8897357479
10	NaCSA Aqua One Centre (Koduru) Narasimhapuram Road, Sai baba gudi, or market road, Avanigadamandalam, Krishna District, Andhra Pradesh Email: nacsaaoc.koduru@gmail.com Shri Ch Naga Puspha Rao, Field Manager NaCSA, Ph:9866799963
ODISHA	
11	NaCSA Aqua One Centre (Konark) Konark AT/PO, Rudrani Colony Road, Konark, Puri District, Odisha, Pin – 752111 Email: nacsaaoc.konark@gmail.com Biswajit Nath, Field Manager, NaCSA Ph.7735269438
12	NaCSA Aqua One Centre (Erasama) Erasama AT/PO, Near SBI Erasama, Jagatsinghpur District, Odisha, Pin-754139, Email: nacsaaoc.erasama@gmail.com Bikram Jena, Field Manager, NaCSA Ph. 8847857410
13	NaCSA Aqua One Centre (Chandbali) S.N Colony, Near Honda Showroom & HDFC Bank, Land Mark- Maa Kali Temple Chandbali, PO/PS, Bhadrak Dist. Odisha, Pin-756133 Email: nacsaaoc.chandbali@gmail.com P Patasani, Field Manager, NaCSA Ph.8093360641, 7008322012
14	NaCSA Aqua One Centre (Balasore) Besides MPEDA Elisa screening Laboratory, Plot no-959/1326, 2nd floor, Bhaskarganj, OT Road, Balasore-756001, Odisha
WEST BENGAL	
15	NaCSA Aqua One Centre (Nachinda) Kharipukhuria Village, Nachinda P.O. Marishda P.S, Purba Medinipur Dist., West Bengal, Pin. - 721444, Email: nacsaaoc.nachinda@gmail.com Pradip Maithy, Field Manager

	NaCSA Ph. 7001615369, 9609079201
16	NaCSA Aqua One Centre (Nandigram) Hazrakata- KhurighataBazar,Hossainpur Village Rajaram Chak, PO, Nandigram, PS Purba Medinipur District, West Bengal, Pin 721631. Email:nacsaaoc.nandigram@gmail.com Bisjwajit Ojha, Field Manager, NaCSA Ph. 9064191150
17	NaCSA Aqua One Centre (Kakdwip) Old Court Building,Nayaparavill, Ganeshpur. PO & PS, Kakdwip, South 24 Pgs, West Bengal, Pin-743347 Email:nacsaaoc.kakadwip@gmail.com S Rejaul Karim, Field Manager, NaCSA Ph. 9681353527

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2022-23	Rs.
2023-24	Rs.
2024-25	Rs.

NOTE: The above data is to be supported by audited balance sheets

1. Attach recent solvency certificate from bankers. The certificate should be not more than one-year-old from the date of submission of bid.

Signature and seal of the Authorized Signatory of the bidder

LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year	Name of the Client with Address	Name of the Client with Address	Title of the court Case/ Arbitration	Details of the Court / Arbitrator	Status Pending / Decided	Disputed Amount (Current Value, the Equivalent) in case of Court Case / arbitration	Actual Awarded Amount (Rs.) in decided Court Cases / Arbitration

Signature and seal of Authorized Signatory of bidder

TECHNICAL BID EVOLUTION AND SCORING PATTERN

SI No	Criteria	Max Score
1	Overall judgment on product	15
2	Performance Verification of Pocket PCR Kit as per CODEX validation document CAC/GC 74.2010	25
3	Approval Certification of Products by AOAC/USFDA etc. Approval of Rapid Analytical Food Testing kit/method under RAFT Scheme by FSSAI (10 Points / Certification)	30
4	Performance certificate from customer on Supply (10 marks for government organizations, 5 marks for Private organizations)	20
5	Delivery time (10days :10 marks: 15days: 5marks)	10
	Total (Those bidders scoring marks at and above 70% in the technical bid evaluation shall only be considered for financial bid comparison)	100

MASTER SUPPLY AGREEMENT (PCR TEST KITS)

This Master Supply Agreement (the “**Agreement**”) is made on this ____ day of _____, 2026 (“**Effective Date**”), by and between:

National Centre for Sustainable Aquaculture (NaCSA), under the administrative control of MPEDA, having its head office at 3rd Floor, Integrated Complex, MPEDA, AMC, Narasayya Agraharam, Kumudavalli Road, Bhimavaram, West Godavari District, Andhra Pradesh–534201, India, represented by its Chief Executive Officer (CEO) (hereinafter referred to as the “**Authority**” or “**NaCSA**”, successors and permitted assigns);

AND

M/s....., having its registered office at India, represented by its _____ (add designation and name here, along with the Board Resolution date authorizing the said person to sign) (hereinafter referred to as the “**Supplier**”, which expression shall include its affiliates, successors and permitted assigns).

NaCSA and the Supplier are hereinafter individually a “**Party**” and collectively the “**Parties**”.

WHEREAS:

- A. National Centre for Sustainable Aquaculture is an extension arm of MPEDA. Mainly National Centre for Sustainable Aquaculture, an extension arm of Marine Products Export Development Authority, supports small and marginal aquaculture farmers by organizing them into Societies and promoting Better Management Practices (BMPs) for safe and sustainable aquaculture production. One of the mandates of NaCSA is to establish Aquaculture Laboratories in farming zones. Accordingly, NaCSA, in association with MPEDA and National Fisheries Development Board, established Aqua One Centers (AoCs) in the states of West Bengal, Odisha, and Andhra Pradesh to provide testing services for water, soil, and shrimp samples.
The AoCs carry out Water Quality Analysis, Microbiology Analysis, and PCR Analysis using POKIT Micro Duo Nucleic Acid Analyzer for screening WSSV, EHP, and other OIE-listed shrimp pathogens, thereby supporting disease surveillance and production of safe shrimp for export.
- B. MPEDA-NaCSA issued Tender No. dated for the *supply of PCR test kits for NaCSA Aqua One Centres (AOC's)* and has identified the Supplier as the technically qualified L1 bidder pursuant to the Tender, corrigenda/clarifications, and the Contract Order issued thereafter.
- C. This Agreement sets out uniform supply terms, including ordering, delivery, quality, validation, warranties, recall, insurance, integrity and dispute resolution, for POs placed by NaCSA for the PCR test kits (the “**Products**”).
- D. The Parties intend that this Agreement shall be read with (i) The Finalized Tender Document, and (ii) the Contract Order – PCR Kits (collectively, the “**Tender Documents**”). All Tender Documents form an integral part of this Agreement and are annexed hereto for reference.

- E. The Parties acknowledge that the timely and uninterrupted availability of the Products is critical to sustaining NaCSA AOC's PCR Testing operations. The Supplier's performance under this Agreement shall therefore directly contribute to safeguarding, farmer livelihoods.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In addition to terms defined elsewhere:

- (a) **"Acceptance"** shall mean the written confirmation by the Consignee that Products supplied under a PO conform to Specifications and pass inspection/verification at site, including COA, QC standards traceability and, where applicable, temperature-control evidence and functional checks.
- (b) **"Applicable Law"** shall mean all Central/State laws, rules, regulations, GFR 2017, public procurement/MSE/MII orders
- (c) **"Consignee"** shall refer to the NaCSA Aqua One Centres (AOC's) to which Products are supplied under a PO.
- (d) **"Deliverables"** shall mean the Products, COAs, QC standards and documentation required under this Agreement and the Tender Documents, collectively together with validation and training outputs.
- (e) **"Method Validation"** means the validation activity to be undertaken by the Supplier at NaCSA Aqua One Centres (AOC's) in accordance with CODEX CAC/GC 74.2010
- (f) **"Performance Security"** shall have the meaning in Clause 12.5.
- (g) **"Purchase Order/PO"** means an order for Products issued by NaCSA and governed by this Agreement.
- (h) **"Specifications"** refers to the technical, quality, shelf life, packaging, transport and documentation requirements set out in Annexure-A and the Tender Documents, as updated through approved change controls.

- 1.2 Interpretation:** The Parties hereby agree that the headings are for convenience only. Any reference to the word "including" shall be read as including without limitation. Any references to statutes include amendments to the said statutes that are promulgated from time to time.

2. SCOPE OF WORK

- 2.1 Appointment:** MPEDA-NaCSA hereby appoints the Supplier on a non-exclusive basis to supply the Products strictly in accordance with this Agreement and the Tender Documents for the Term.
- 2.2 Scope:** The Supplier shall supply PCR kits of the approved make/brand covering WSSV kit - 48 tests (Incl. Extraction Kit & R-Tubes), EHP kit for Tissue sample- 48 tests (Incl. Extraction Kit & R-Tubes), EHP kit for Soil sample- 48 tests (Incl. Extraction Kit & R-Tubes), Infectious Hypodermal and Hematopoietic Necrosis Virus (IHHNV) Kit for

Shrimp, AHPND/EMS Plasmid Kit for Shrimp, together with all reagents, controls, standards, IFU and safety data sheets. The Supplier shall also provide Method Validation (Clause 8), training/support, replacement and recall support (Clause 11), COAs/QC standards and complete documentation (Clause 6), and after sales technical assistance for the Term.

- 2.3 **No Minimum Commitment:** Quantities stated in the Tender Documents are only indicative in nature. Supplier acknowledges and accepts that MPEDA-NaCSA is not obliged to purchase any minimum volume. Individual POs alone will dictate quantities and delivery schedules.

3. TERM AND EXTENSION

- 3.1 **Term:** This Agreement shall commence on the Effective Date and shall continue for a period of Two (2) year, unless terminated earlier in accordance with Clause 18 here in below.
- 3.2 **Extension:** Subject to satisfactory performance and mutual consent, MPEDA-NaCSA may extend the Agreement for one (1) additional year at the same rates/terms, without enhancement in the quoted rates.

4. PURCHASE ORDERS

- 4.1 **Framework/Rate Contract:** This Agreement shall be the master rate/framework contract between the Parties. POs placed by Consignees constitute separate supply contracts which shall be fully subject to and governed by this Agreement. Any external terms on Supplier quotations, invoices, delivery challans or correspondence shall not vary/amend this Agreement even if there is a requirement for counter-signature.
- 4.2 **PO Placement & Acknowledgement:** POs Place from NaCSA Head Offices. The Supplier shall acknowledge each PO within two (2) working days, failing which the PO shall be deemed accepted and performance will be due.
- 4.3 **No Substitution Without Approval:** No substitution of make/brand, components or IFU is permitted without MPEDA-NaCSA's prior written approval following provision of equivalence and stability data.
- 4.4 **PO Fulfilment:** Quantities specified in each PO shall be supplied in full, strictly in accordance with the agreed Specifications and within the timelines stated in the PO. Time is of the essence for all deliveries. Any delay, short-supply or non-compliance shall be at the risk and cost of the Supplier. No partial supply will be permitted except where expressly pre-approved in writing by MPEDA-NaCSA. Failure to meet the full PO quantity and specifications within the stipulated time shall entitle MPEDA-NaCSA to exercise remedies including rejection, replacement, liquidated damages, alternate sourcing at the Supplier's risk and cost, and forfeiture of Performance Security.

- 4.5 **Collaborative Forecasting & Support:** MPEDA-NaCSA shall, wherever feasible, share indicative quarterly demand forecasts and laboratory operational schedules with the Supplier to facilitate better production planning, inventory management, and timely delivery. The Parties shall work in good faith to address unforeseen operational constraints, provided such cooperation does not dilute the Supplier's obligations under this Agreement.

5. **CONSIDERATION:**

- 5.1 **Firm Prices.** The all-inclusive unit prices, exclusive of GST, for the approved make or brand are set out in Annexure B (Rate Card) and shall remain firm and binding during the Term. Prices are deemed to include all costs for packing, insurance, freight, and delivery to the Consignee, and no additional charges shall be payable for such services.
- 5.2 **Taxes:** All payments shall be subject to tax deduction at source as per the Income Tax Act, 1961. Invoices shall be exclusive of GST which shall be payable at the applicable rate under law and as shown on the Supplier's valid tax invoice. The Supplier must hold a valid GST registration and furnish its GST certificate prior to execution of this Agreement and upon each renewal. In the event of any GST-related default, including failure to pay GST within statutory timelines, charging incorrect GST rates, or causing MPEDA-NaCSA to be denied eligible input tax credit due to the Supplier's act or omission, the Supplier shall indemnify MPEDA-NaCSA in full against all resulting loss, interest, penalties, or liabilities. If the Supplier claims any tax exemption, it shall provide a valid exemption certificate before invoicing. If the Supplier qualifies as an MSME, it shall provide a valid MSME certificate prior to the commencement of supplies GST shall apply at prevailing rates.
- 5.3 **Invoicing Documents:** For each PO, the Supplier shall issue a tax invoice to the designated paying office accompanied by: (i) a Certificate of Analysis or Compliance Certificate for each batch; (ii) QC standards traceable to ISO 17034:2016 or successor standards; (iii) temperature data logger printouts or equivalent evidence where applicable; (iv) the delivery challan; and (v) any statutory forms, permits, or certificates required under applicable law.
- 5.4 **Payment Milestone:** No advance payments will be made under this Agreement. Payments shall be effected by RTGS or NEFT only after delivery, inspection, and Acceptance, and upon receipt of complete and compliant invoices and supporting documents. MPEDA-NaCSA reserves the right to withhold payment pending resolution of shortages, damages, documentation deficiencies, temperature excursions, or any other non-conformities.
- 5.5 **Set-off/Recovery:** MPEDA-NaCSA may set off or recover from amounts payable to the Supplier, including the Performance Security, any sums due for liquidated damages, value of short supply, re-procurement costs, recall expenses, or any other amounts recoverable under this Agreement.

- 5.6 **Equitable Payment Practices:** Both Parties agree to adhere to fair and commercially reasonable payment practices. MPEDA-NaCSA shall process all undisputed invoices promptly within the agreed payment cycle as per the PO, and the Supplier shall extend reasonable cooperation in rectifying any invoicing or documentation discrepancies to facilitate timely payment. This mutual commitment is intended to promote transparency, predictability, and trust in all financial dealings between the Parties

6. PRODUCT TITLE AND RISK

- 6.1 **Conformance & Batch Freshness:** All Products supplied under this Agreement shall be new, of the latest manufacturing batch or year, and shall strictly conform to the Specifications and all Applicable Laws. Each kit shall have a minimum residual shelf life of twelve (12) months from the date of supply unless a longer period is expressly prescribed in the Specifications. The Supplier shall ensure that Products are free from defects in material and workmanship and are fit for their intended use.
- 6.2 **Packaging & Labelling:** Products shall be packed in accordance with the manufacturer's Instructions for Use and Good Distribution Practices. All cartons shall be tamper-evident and shall bear clear and legible labels indicating the Purchase Order number, Consignee details, kit name, lot or batch number, date of manufacture, date of expiry, storage requirements, and any specific handling instructions necessary to preserve product integrity.
- 6.3 **Cold-Chain/Controlled Temperature:** Where the Specifications require cold chain or controlled temperature handling, the Supplier shall ensure validated door-to-door transport using insulated and validated shipping containers
- 6.4 **Delivery Terms; Title & Risk:** Delivery shall be on a Delivered Duty Paid (DDP) basis to the Consignee's site. Title to the Products shall pass to MPEDA-NaCSA only upon formal Acceptance under this Clause. Risk of loss, damage, temperature excursion, or short supply shall remain with the Supplier until Acceptance. Any such occurrences prior to Acceptance shall be remedied by the Supplier at its sole cost and without delay.
- 6.5 **Inspection & Functional Check:** Upon delivery, MPEDA-NaCSA or its designated Consignee may conduct visual inspections and sampling-based functional checks, including verification of reagent integrity and control response within acceptance criteria. These inspections and checks shall be completed within a reasonable and time-bound period. The conduct of such inspections shall not in any way reduce or affect the Supplier's warranty obligations.
- 6.6 **Rejection & Non-Conformity; Remedies:** MPEDA-NaCSA may summarily reject any partial shipments unless expressly pre-approved in writing. MPEDA-NaCSA may reject Products that are damaged, short-supplied, have insufficient shelf life, lack complete documentation or temperature evidence, or fail to meet functional checks or

Specifications. Rejected items shall be held at the Supplier's risk. Within seven days of receiving notice of rejection, the Supplier shall either collect and replace the rejected quantities at no additional cost, including freight and applicable taxes, or issue a full refund. Acceptance of any partial shipment shall not reduce the Supplier's liability for the remainder of the Purchase Order. If the Supplier fails to act within the specified period, MPEDA-NaCSA may dispose of the goods and recover the associated costs from the Supplier.

- 6.7 **Alternate Sourcing at Risk & Cost:** In the event of rejection, delay, or short supply, MPEDA-NaCSA may, without prejudice to any other remedies available under this Agreement or law, procure equivalent supplies from alternate sources at the Supplier's risk and cost. MPEDA-NaCSA may recover the differential cost and associated expenses from any amounts payable to the Supplier or from the Performance Security.
- 6.8 **Traceability & Records:** The Supplier shall maintain complete batch production records and quality control documentation to ensure full traceability by lot or consignment. Upon MPEDA-NaCSA's request, the Supplier shall provide retention samples and all relevant records necessary to support investigations, audits, or regulatory inquiries.

7. DELIVERY SCHEDULES:

- 7.1 **Delivery Timelines:** Unless otherwise specified in a Purchase Order, the Supplier shall complete delivery in full within fifteen (15) calendar days from the date of issuance of the Purchase Order. Timely delivery is a material and essential obligation of the Supplier. If the Supplier anticipates any delay, it shall notify MPEDA-NaCSA immediately in writing, stating the reasons for such delay and the expected delivery date. MPEDA-NaCSA may, at its sole discretion and where it is satisfied that the delay is due to justified reasons beyond the Supplier's control, condone the delay and issue a fresh Purchase Order with revised timelines. In all other cases, failure to meet the stipulated delivery period shall entitle MPEDA-NaCSA to pursue remedies under this Agreement, including rejection, alternate sourcing, recovery of costs, and forfeiture of Performance Security.

7.2 Liquidated Damages (LD):

Penalty: If the Bidder fails to supply the items as per Purchase Order issued or supply items which are inferior in quality than specified, the Performance security will be forfeited, and the party will be blacklisted from further dealings.

- a) In case of any delay in supply beyond the stipulated time without any valid reason, a penalty@0.5% per week or part of the week of the delayed period not exceeding 5% of purchase value will be levied from performance security.

- b) The schedules of delivery as per the Purchase Order should be strictly adhered to. In case there is a delay either in the delivery or delivery of defective items, the firm will be liable to pay liquidated damages @ 0.5% per week or part of the week (min. 3 days) of the delayed period not exceeding 5% of the purchase value, which will be recovered from the Performance Security Deposit submitted by the supplier.
- c) Item(s) rejected shall be replaced with item specified (quality & quantity) in the purchase order within 7 days from the receipt of the intimation for replacement. In case of any failure in this regard, no payments will be made for the rejected quantity. Delays due to replacement will also warrant penalties as specified in above a)

Where the Supplier fails to deliver within the agreed timelines, or delivers defective or non-conforming Products, MPEDA -NaCSA shall be entitled to levy liquidated damages calculated at the rate of 0.5% of the total value of the Purchase Order for each week of delay, or part thereof, with a minimum charge applicable after three days of delay. The aggregate amount of such liquidated damages shall not exceed five percent (5%) of the total value of the Purchase Order. The Parties agree that this amount represents a genuine pre-estimate of the losses likely to be suffered by MPEDA-NaCSA due to delayed or defective performance. MPEDA-NaCSA may recover the liquidated damages from any sums payable to the Supplier or by encashment of the Performance Security.

- 7.3 **Force Majeure Interface.** The application of liquidated damages shall be without prejudice to the protections afforded to the Supplier under the force majeure provisions of Clause 20. Such damages are also without prejudice to any other contractual or legal remedies available to MPEDA-NaCSA, including termination, rejection, and re-procurement of Products at the Supplier's risk and cost.

8. METHOD VALIDATION; TRAINING & SUPPORT

- 8.1 **Scope & Timeline:** Within sixty (60) days from the Effective Date or the date of award acknowledgement, as applicable, the Supplier shall complete method validation for its kits in all the AOC laboratories of MPEDA-NaCSA at its own cost. The Supplier shall use its own kit procedure for validation and shall provide adequate qualified manpower and all kits required for the validation process free of cost. All validation activities shall be carried out in a manner that does not void, compromise, or otherwise affect any original equipment manufacturer warranties, particularly where third-party parts or consumables are used.
- 8.2 **Standards & Metrics:** Method validation shall be conducted strictly in accordance with the CODEX validation document CAC/GC 74.2010. The Supplier shall prepare and submit, for each laboratory, a complete validation dossier comprising validation protocols, raw data, calculations, and final reports. All validation must be supported by

full and accurate documentation to ensure readiness for future audits, regulatory reviews, or investigations by MPEDA-NaCSA or competent authorities.

- 8.3 **Failure & Remedies:** If the Supplier fails to complete method validation within the stipulated period or does not meet the performance criteria, MPEDA-NaCSA shall be entitled to exercise one or more of the following remedies: (i) withhold payment of any amounts linked to validation activities, (ii) levy liquidated damages under Clause 7 calculated with reference to the portion of the Purchase Order linked to validation, (iii) reject the contract in whole or in part, (iv) forfeit the Performance Security, and (v) procure alternative supplies or validation services at the Supplier's sole risk and cost.
- 8.4 **Training & Technical Support:** The Supplier shall provide both initial and periodic refresher, hands-on training sessions at each MPEDA-NaCSA AOC laboratory covering kit usage, quality control procedures, troubleshooting methods, documentation standards, data interpretation, and safe handling practices. The Supplier shall also provide ongoing technical support, either remotely or on-site, throughout the Term of this Agreement, ensuring that any critical issues impacting MPEDA-NaCSA's testing operations receive a response within forty-eight hours.

9. **PERFORMANCE SECURITY**

- 9.1 The Supplier shall furnish a Performance Security of INR/- (Indian Rupees) in the form of Demand Draft favoring "The CEO, National Centre for Sustainable Aquaculture (NaCSA)," payable at Bhimavaram within 14 days from date of acknowledgement of the purchase contract. The Performance Security must remain valid for a period of two months beyond the expiry of the Term of this Agreement.
- 9.2 The Performance Security shall be unconditional and irrevocable at the sole option of MPEDA-NaCSA, and enforceable on demand without demur or reference to the Supplier. The Supplier shall ensure that the Performance Security is kept free from any encumbrance and that it is not capable of being revoked by the Supplier under any circumstances.
- 9.3 The purpose of the Performance Security is to secure the complete and faithful performance of all the Supplier's obligations under this Agreement. MPEDA-NaCSA shall have the absolute right to invoke and encash the Performance Security, in whole or in part, in the event of any breach, non-performance, or failure to meet contractual obligations by the Supplier, without prejudice to MPEDA-NaCSA's rights under law or equity.
- 9.4 The Performance Security requirement under this Agreement shall be in addition to any Earnest Money Deposit (EMD) furnished by the Supplier during the tender process. If so agreed by MPEDA-NaCSA, the EMD may be adjusted against the Performance Security amount, provided the Supplier ensures that the resulting Bank Guarantee meets all the validity and enforceability requirements under this Clause.

10. REPRESENTATION AND WARRANTIES:

- 10.1 **Supplier Representations:** The Supplier represents and warrants that it is a company duly incorporated, organized, and existing under the laws of its jurisdiction; that it has full power and authority to enter into and perform this Agreement; that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions; and that this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms.
- 10.2 **Product Warranties:** The Supplier warrants that all Products supplied under this Agreement shall be new, unused, of the latest batch or manufacture, and shall strictly conform to the specifications, performance standards, and Applicable Laws referenced in this Agreement and the Purchase Orders issued hereunder. The Supplier further warrants that the Products shall be free from defects in design, material, and workmanship, including any inherent or latent defects, and shall be fit for the purposes communicated by MPEDA-NaCSA. The Supplier acknowledges and agrees that it has represented itself as an expert in the field of PCR testing kits and related supplies, and therefore assumes full responsibility for ensuring that the Products meet all specifications, technical requirements, and intended uses.
- 10.3 **Compliance with Standards:** The Supplier warrants that all manufacturing, packaging, and distribution activities related to the Products are undertaken in facilities that meet internationally recognized standards, including ISO or equivalent, and that all such activities comply with applicable statutory, regulatory, and quality management requirements.
- 10.4 **Duration of Warranties:** Unless a longer warranty period is specified in Annexure B or in the applicable Purchase Order, the warranties provided in this clause shall remain valid for a minimum period of twelve (12) months from the date of Acceptance of the Products by MPEDA-NaCSA.
- 10.5 **Statutory & Anti-Counterfeit Warranty:** The Supplier warrants that all Products are genuine, lawfully marketed in India and not counterfeit, misbranded or adulterated, and that all required approvals/certifications (if any) are in force.
- 10.6 **Remedies:** Without prejudice to other remedies available to MPEDA-NaCSA, in the event of a breach of any warranty under this clause, MPEDA-NaCSA may, at its discretion, require the Supplier to: (i) replace non-conforming Products free of cost within seven days; (ii) refund amounts paid for such Products; (iii) repair the Products, if applicable, at no cost; (iv) extend the warranty period to cover replacement or repaired items; and/or (v) bear all related costs including freight, handling, taxes, and disposal.
- 10.7 **Latent Defects:** If latent defects, inherent defects, stability issues, or method non-conformities are discovered at any time during the shelf life of the Products, the

remedies under Clause 10.7 shall apply in full, irrespective of any prior Acceptance by MPEDA-NaCSA.

11. RECALL AND BUSINESS CONTINUITY

- 11.1 Types of Recall:** For the purposes of this Agreement, a “Public Recall” shall mean any recall of the Products initiated by MPEDA-NaCSA, the Supplier, or a governmental or regulatory authority which is publicly announced and communicated to customers or the general public. A “Private Recall” shall mean any recall, withdrawal, or field correction of the Products undertaken without public announcement, typically limited to specific customers, distributors, or batches.
- 11.2 Recall Initiation:** The Supplier shall promptly notify MPEDA-NaCSA in writing upon becoming aware of any circumstance which may necessitate a Public or Private Recall, including but not limited to product defects, stability failures, regulatory non-compliance, or adverse reports from the field. MPEDA-NaCSA shall have the right to determine, in consultation with the Supplier and relevant authorities, whether a Public or Private Recall is warranted.
- 11.3 Supplier Responsibilities:** In the event of any Public or Private Recall, the Supplier shall be responsible for all costs and expenses associated with the recall, including but not limited to notification, logistics, replacement, destruction, return freight, handling charges, regulatory filing fees, and any other related expenditure. The Supplier shall also bear responsibility for any direct damages suffered by MPEDA-NaCSA as a result of the recall.
- 11.4 Cooperation and Documentation:** The Supplier shall cooperate fully with MPEDA-NaCSA and relevant authorities in planning and executing any recall, and shall maintain comprehensive documentation of the recall process for future audit and regulatory review. All recall-related actions shall be undertaken in a manner that minimizes disruption to MPEDA-NaCSA’s operations and preserves the reputation of both Parties.
- 11.5 Effect on Warranties:** The conduct of a Public or Private Recall shall not limit or prejudice MPEDA-NaCSA’s rights under the warranties in Clause 10, and any recalled Products shall be treated as non-conforming for the purposes of remedies available under this Agreement.

12. COMPLIANCE AND AUDIT

- 12.1 Integrity & Anti-Bribery:** The Supplier and its personnel shall not engage in corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices. Breach entitles MPEDA-NaCSA to immediate termination, forfeiture of Performance Security and debarment/blacklisting per policy.

- 12.2 **Competitive Pricing Obligation:** The Supplier warrants that the PCR kits supplied to MPEDA-NaCSA shall be priced at the most competitive price point available for comparable customers purchasing similar quantities under similar terms in India. The Supplier shall maintain adequate records to demonstrate compliance with this requirement

13. IP AND CONFIDENTIALITY

- 13.1 **Ownership:** All intellectual property rights, including but not limited to copyrights, trademarks, trade names, service marks, trade dress, designs, know-how, and proprietary processes of MPEDA-NaCSA, whether registered or unregistered, shall remain the exclusive property of MPEDA-NaCSA. Nothing in this Agreement shall be construed as granting the Supplier any rights, title, or interest in MPEDA-NaCSA's intellectual property except as expressly authorised in writing.
- 13.2 **Restrictions on Use:** The Supplier shall not use MPEDA-NaCSA's name, logo, trademarks, trade dress, or any other distinctive identifiers for any purpose, including publicity, marketing, or reference, without MPEDA-NaCSA's prior written consent from an authorised signatory. This prohibition extends to printed materials, websites, social media, packaging, and any promotional or advertising content.
- 13.3 **Approval of Marketing Materials:** All marketing, publicity, or promotional materials that reference or relate to MPEDA-NaCSA, its activities, or its association with the Supplier must be submitted in advance to MPEDA-NaCSA's authorised signatory for review and written approval before release or distribution.
- 13.4 **Confidential Information:** Both Parties acknowledge that they may receive or have access to information that is proprietary or confidential to the other Party, including but not limited to technical data, test results, product formulations, business processes, pricing, and contractual terms. The receiving Party agrees to protect and keep confidential such information, and not to disclose it to any third party or use it for any purpose other than fulfilling its obligations under this Agreement, without the prior written consent of the disclosing Party.
- 13.5 **MPEDA-NaCSA Data and Privacy:** All data generated by, provided to, or collected on behalf of MPEDA in connection with the supply, validation, testing, or performance of the Products, including but not limited to laboratory results, operational data, traceability records, and any personally identifiable information, shall be deemed MPEDA-NaCSA's Confidential Information and the sole property of MPEDA-NaCSA. The Supplier shall process such data solely for the purposes of fulfilling its obligations under this Agreement, in compliance with applicable data protection laws, and shall not copy, store, transmit, or use such data for any other purpose without MPEDA-NaCSA's prior written consent. The Supplier shall implement adequate technical and organisational measures to safeguard MPEDA-NaCSA data from unauthorised access, alteration, disclosure, or destruction.

- 13.6 **Exceptions:** The obligations of confidentiality in Clauses 14.4 and 14.5 shall not apply to information which: (i) is or becomes public knowledge other than through a breach of this Agreement; (ii) is lawfully received from a third party without restriction; (iii) is already in the receiving Party's possession without obligation of confidentiality as evidenced by written records; or (iv) is required to be disclosed by law, regulation, or court order, provided that the receiving Party gives prompt notice to the disclosing Party to enable it to seek protective measures.
- 13.7 **Return or Destruction of Confidential Information:** Upon termination or expiry of this Agreement, or upon written request by the disclosing Party, the receiving Party shall promptly return or securely destroy all Confidential Information of the disclosing Party, including all copies, extracts, and reproductions thereof, and confirm such destruction in writing. If destruction is subject to mandatory backup retention policies or applicable law, the receiving Party shall continue to protect such retained Confidential Information in accordance with this Agreement for so long as it remains in its possession or control. For clarification, MPEDA-NaCSA Intellectual Property and MPEDA-NaCSA Data shall constitute MPEDA-NaCSA's confidential information.
- 13.8 **Survival.** The obligations set out in this Clause 14 shall survive termination or expiry of this Agreement.

14. CHANGE CONTROL; REGULATORY UPDATES

- 14.1 **Regulatory Compliance:** The Supplier shall ensure that all operations, manufacturing, storage, and distribution facilities used in connection with the Products remain in compliance with all applicable laws, regulations, and standards, including those relating to product quality, safety, environmental protection, labour, and occupational health. All pricing and payments under this Agreement shall be made in Indian Rupees unless otherwise agreed in writing.
- 14.2 **Notification of Change:** The Supplier shall promptly notify MPEDA-NaCSA in writing of any significant changes that could affect its obligations or MPEDA-NaCSA's rights under this Agreement, including changes to manufacturing processes, specifications, ownership, management, control, corporate structure, or the location of manufacturing facilities. MPEDA-NaCSA reserves the right, upon receipt of such notice, to review the change and to invoke any rights or remedies available under this Agreement, including suspension or termination, if MPEDA-NaCSA reasonably believes that the change could adversely affect supply, quality, or compliance.
- 14.3 **Solvency and Proceedings:** The Supplier represents and warrants that it is not presently undergoing any insolvency, liquidation, restructuring, or similar proceedings under the Insolvency and Bankruptcy Code, 2016 (including before the NCLT) or recovery proceedings before the Debt Recovery Tribunal (DRT), whether initiated voluntarily or by any creditor. The Supplier shall inform MPEDA-NaCSA immediately, and in any event well in advance, if any such proceedings are threatened, filed, or

initiated, or if there is any other event that could reasonably be expected to affect uninterrupted performance of any Purchase Order.

- 14.4 **Impact on MPEDA-NaCSA's Rights:** If any such proceedings or events under Clause 15.3 occur, and MPEDA-NaCSA has made any advance payments for Products not yet delivered, the Supplier shall name MPEDA-NaCSA as a creditor in those proceedings. MPEDA-NaCSA may, without prejudice to any other rights or remedies, terminate this Agreement or any Purchase Order, and recover any amounts due, including by invoking the Performance Security.
- 14.5 **Continuity of Performance:** The Supplier shall take all reasonable measures to ensure continuity of supply and performance under this Agreement in the event of any change or proceeding covered by this Clause 15. MPEDA-NaCSA's approval of any change shall not limit the Supplier's obligations to perform fully and in accordance with this Agreement.

15. LIMITATION OF LIABILITY

- 15.1 **Supplier's Direct Liability:** The Supplier's total liability for direct damages under this Agreement shall not exceed the total value of the Agreement plus any additional costs, expenses, and losses reasonably incurred by MPEDA-NaCSA in procuring equivalent supplies from alternate sources, including any risk-and-cost procurement necessitated by the Supplier's breach or non-performance.

16. TERMINATION:

- 16.1 **Cumulative Remedies:** The remedies available to MPEDA-NaCSA under this Agreement are cumulative and non-exclusive. They may be exercised singularly or in combination, without prejudice to any other rights or remedies available at law, in equity, or under contract.
- 16.2 **Termination for Convenience:** MPEDA-NaCSA may terminate this Agreement or any Purchase Order, in whole or in part, for convenience by written notice at any time prior to Acceptance by the Supplier. In such cases, MPEDA-NaCSA shall be entitled to a full refund of any advance payments made for Products not yet delivered or accepted, without deduction. MPEDA-NaCSA shall only be liable to pay for conforming Products delivered and accepted up to the termination date and no other amounts shall be payable.
- 16.3 **Termination for Cause:** Either Party may terminate this Agreement for breach not cured within thirty (30) days of written notice. However, MPEDA-NaCSA shall have the right to terminate this Agreement immediately, for material breach by the Supplier. Without limitation, material breach by the Supplier includes: (i) failure in Method Validation; (ii) delays or quality failures; (iii) non-compliance with Applicable Law or integrity obligations; (iv) insolvency, bankruptcy, or commencement of proceedings under the Insolvency and Bankruptcy Code or DRT; (v) failure to maintain insurance or

Performance Security; or (vi) assignment or sub-contracting without prior written consent.

16.4 Suspension: MPEDA-NaCSA may suspend deliveries, cancel Purchase Orders, and/or blacklist or debar the Supplier in accordance with applicable policy for violations including false declarations, integrity breaches, quality failures, or safety incidents.

16.5 Effect of Termination: Upon termination or expiry of this Agreement, all accrued rights and obligations shall survive, including confidentiality obligations, ownership of MPEDA-NaCSA Data, warranties for supplied Products, indemnities, limitation of liability, and audit rights. The Supplier shall promptly return or destroy MPEDA-NaCSA Confidential Information (in accordance with Clause 14.5) and hand over all pending documentation. Where destruction is subject to retention in system backups, obligations of confidentiality and non-use shall continue until such data is fully deleted in the ordinary course of business.

17. FORCE MAJEURE

17.1 Definition and Scope: Force Majeure shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence.

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results due to Force Majeure like Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the award of the present contract. This would also include Pandemic situation/lock down imposed.

Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than ten (10) days, the bidders shall give notice and full particulars in writing to the MPEDA-NaCSA of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the MPEDA-NaCSA may terminate the Contract / PO with immediate effect by providing written notice to the bidder.

17.2 Notification and Mitigation: The Party affected by a Force Majeure Event shall notify the other Party in writing as soon as reasonably practicable, and in any case no later than five (5) working days after becoming aware of the event, describing in reasonable detail the nature of the event, its anticipated duration, and the obligations affected. The affected Party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations and to resume full performance as soon as practicable.

18. MISCELLANEOUS

18.1 Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of India, without regard to any conflict of law provisions that would result in the application of laws of any other jurisdiction.

18.2 Dispute Resolution: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, or validity, the Parties shall first seek to resolve such matter amicably through good faith negotiations between senior representatives of both Parties. If such dispute is not resolved within fifteen (15) days from the date of written notice initiating negotiations, such dispute shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted by a sole arbitrator appointed by MPEDA-NaCSA, who shall be a person with legal and/or technical expertise relevant to the subject matter of this Agreement. The seat and venue of arbitration shall be Bhimavaram, Andhra Pradesh, and the language of the proceedings shall be English. The award of the arbitrator shall be final and binding on the Parties.

18.3 Exclusive Jurisdiction: Subject to the above arbitration provisions, the courts at Bhimavaram, Andhra Pradesh, shall have exclusive jurisdiction over any proceedings relating to interim measures, enforcement of arbitral awards, or any other relief permissible under law.

18.4 Notices: All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered personally against acknowledgment; (ii) when sent by nationally recognised courier service with proof of delivery; or (iii) when sent by email to the designated email addresses of the Parties (or as updated from time to time by written notice), provided that the sender retains a system-generated confirmation of transmission and delivery.

18.5 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

- 18.6 **Waiver:** No waiver of any right, power, or remedy under this Agreement shall be effective unless expressly stated in a written instrument signed by the waiving Party. Any single or partial exercise of a right, power, or remedy shall not operate as a waiver of any other or further exercise of that right, power, or remedy. No waiver on one occasion shall constitute a waiver on any subsequent occasion.
- 18.7 **Entire Agreement:** This Agreement, together with the Tender Documents (including all corrigenda, clarifications, and annexures thereto), Purchase Orders issued hereunder, and all Annexures hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous communications, representations, understandings, or agreements, whether oral or written.
- 18.8 **Amendment:** No amendment, modification, or variation of this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both Parties.
- 18.9 **Counterparts and Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and exchange of counterparts by electronic means, including scanned copies and electronic signatures compliant with Indian law, shall constitute valid execution and delivery.

AGREED AND ACCEPTED:

For **National Centre for Sustainable
Aquaculture (NaCSA)-(MPEDA)**

For *****

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Date:

Date:

Place:

Place:

[Annexures to follow]

ANNEXURE A – TECHNICAL SPECIFICATIONS

1. Product Description:

PCR kits for detection WSSV, EHP kit for Tissue, EHP kit for Soil, IHHNV, and AHPND/EMS

— of the *same make* and batch, conforming to:

CODEX validation document **CAC/GC 74.2010**.

2. Shelf Life & Batch Freshness:

- Minimum **12 months residual shelf life** from date of supply unless otherwise prescribed
- Batch year must be latest available at time of dispatch

3. Method Validation:

Validation shall be performed in accordance with:

- Standards & Guidelines: CODEX validation document CAC/GC 74.2010.
- **Matrices:** Fish and shrimp matrices.
- **Documentation:** Validation protocol, raw data, calculations, and final report for each participating laboratory.
- **Performance Criteria:** Must meet or exceed sensitivity, specificity, limit of detection (LOD), and reproducibility requirements under the referenced standards.

4. Packaging & Labelling:

- Packed per manufacturer's IFU and Good Distribution Practice
- Cartons tamper-evident, labelled with PO number, consignee, kit name, lot/batch number, DOM/DOE, storage & handling instructions

5. Documents to Accompany Each Batch:

- Certificate of Analysis / Compliance Certificate
- QC standards traceability certificate (ISO 17034 :2016)
- Calibration certificate of reference standards
- Data logger printout / evidence of temperature compliance (as applicable)
- Manufacturer's instructions and validation data summary

ANNEXURE B – RATE CARD (UNIT PRICE)

The all-inclusive unit prices for the approved make and brand of PCR kits shall be the Rate Card finalised under Tender No. dated 2026, as amended by corrigenda/clarifications, and accepted in the Contract Order dated 2026. Such prices are exclusive of applicable GST and are firm and binding for the Term of this Agreement, inclusive of all packing, insurance, freight, and delivery to the Consignee as per the delivery terms in the Agreement. The Rate Card from the Tender/Contract Order forms an integral part of this Annexure and is incorporated herein by reference.

ANNEXURE C – SPECIFICATIONS & COMPLIANCE REQUIREMENTS

1. Product Specifications:

The Products supplied under this Agreement shall strictly conform to the technical specifications set out in the Finalized Tender Document 2026 for Tender No., including all corrigenda and clarifications. Specifications include, but are not limited to:

- Analyte coverage WSSV, EHP kit for Tissue, EHP kit for Soil, IHNV and AHPND/EMS Plasmid
- Shelf-life requirements as per Clause 6 of this Agreement
- Compatibility with MPEDA-NaCSA AOC's infrastructure

2. Quality & Documentation:

The Supplier shall provide, for each batch supplied:

- Certificate of Analysis (COA) or Compliance Certificate
- QC standards traceability documents
- Temperature data logger printouts (where applicable)
- Manufacturer's Instructions for Use (IFU)
- Any additional documentation required by MPEDA-NaCSA for audit or regulatory inspection.

3. Performance Validation:

The Products shall meet all Method Validation requirements as per Clause 8 of this Agreement and the Tender specifications, supported by full validation documentation suitable for future audit.

4. No Deviation Without Approval:

No change in specifications, design, formulation, or manufacturing process is permitted without MPEDA-NaCSA's prior written consent. Any approved change shall be supported by updated validation and stability data, and shall not corrode OEM warranties.

ANNEXURE D – CONSIGNEE & DELIVERY POINTS

1. Consignee List:

The Products shall be supplied to MPEDA-NaCSA's Aqua One Centres may be notified in writing from time to time. The initial designated Consignees under this Agreement are as per the Annexure IX of Tender document no.dated and clause C of the Contract no.LAB dated

2. Delivery Requirements

- All deliveries shall be Delivered Duty Paid (DDP) to the Consignee site, inclusive of freight, insurance, packing, and any other incidental costs.
- Delivery schedules shall strictly follow the timelines in Clause 7 of this Agreement and the relevant Purchase Order.
- Shipments must be accompanied by the full set of documentation listed in Clause 5.3 of this Agreement.
- For Products requiring controlled temperature, validated cold chain arrangements must be maintained from the Supplier's premises to the Consignee's storage facility, with accompanying temperature evidence.

3. Pre-Delivery Notification:

The Supplier shall provide the Consignee and MPEDA-NaCSA's designated contact with a minimum of two (2) working days' prior notice of dispatch, including shipment details, anticipated delivery date, carrier information, and tracking numbers.

4. Alternate Consignees:

MPEDA-NaCSA reserves the right to designate alternate delivery points within India at no additional cost, provided such changes are notified before dispatch.