

Tender Document

Original tender document notice no.2755 released on 20.02.2013 is modified and replaced as per details given below.

Corrigendum-1

The modifications are made to the tender notice released on 20.02.2013 at Para1, Para 2(2.7&2.7A, B, C) Para 10(10.1,10.2,10.3), Para 16(c),”Special conditions” &”Undertaking”. Incorporating below in place of earlier tender document released on 20.02.2013.

BID IDENTIFICATION NO. D.F. (O) / 2012-2013



**GOVERNMENT OF ODISHA
FISHERIES AND A.R.D. DEPARTMENT**

DIRECTOR OF FISHERIES,ODISHA,CUTTACK

BID DOCUMENT (COVER- I)

FOR THE WORK

**DESIGN, MANUFACTURE, SUPPLY, INSTALLATION AND
MOORING, BATTERIES OF GROW OUT CAGES, FINGERLING
CAGES REARING CAGES, FLOATING STORAGE SHED AND
RAFT FOR FISH CULTURE IN HIRAKUD RESERVOIR –
SAMBALPUR DISTRICT AND SALIA RESERVOIR – GANJAM
DISTRICT OF ODISHA**

ISSUED

Vide money receipt no.

Director of Fisheries

GOVERNMENT OF ODISHA
DIRECTORATE OF FISHERIES, ODISHA, CUTTACK,
INVITATION FOR BID

Tender Call Notice No. **2755** D.F. (O) / 2012-13 Dt. **20.02.2013**

1. The Director of Fisheries Odisha, Cuttack on behalf of the Government of Odisha invites Bid on in two bid cover system for the work, **“Design, Manufacture, Supply, installation and mooring, batteries of Grow out cages, Fingerling Cages, Rearing cages, floating storage shed and Raft for Fish culture in Hirakud Reservoir –Sambalpur District and Salia Reservoir – Ganjam District of Odisha”**. Registered Manufacturer / Companies/ Suppliers having experience in carrying out of such assignment on production of definite proof in support of work executed. He must have technical personnel to facilitate the assignments having adequate experience in his / her profession.
2. The Bidder may submit bids for the followings.

Sl No	Name of Work	Approximate Value of Work (in `)	Name of the Concerned Office	EMD/Bid Security (in `)	Cost of Document (in `)	Period of Completion
1	“Design, manufacture, Supply, installation and mooring of 2 Nos. batteries (24 cages each) of Grow out cages, 8 nos. fingerling rearing cages, 2 nos. of floating storage shed and 2 nos. floating raft for Fish culture in Hirakud Reservoir -Sambalpur District and Salia Reservoir– Ganjam District of Odisha”	1,00,00,000.00	Directorate of Fisheries, Odisha, Cuttack	1.00 lakh (Rupees One lakh) only.	Rs 10,000/- & Rs 500/- VAT in shape of Demand Draft or Cash.	3 (Three Calendar months)

3. The Bid document containing schedule of work to be done and details of terms & condition of contract and other necessary document can be obtained from the office of the undersigned during office hours on working days except Sunday & public Holidays till 14.03.2013 by 2.30 PM hour & receipt of Tender Paper on or before 14.03.2013 up to 3.00 PM/ website of the Director of Fisheries, Odisha, Cuttack www.orissafisheries.com after deposit of required cost of the tender document. A pr-bid meeting will be held in the

Directorate of Fisheries, Cuttack on 08.03.2013 at 1.00PM. A Corrigendum to this notice will be issued if necessary within four days of pre-bid meeting. Interested bidders may obtain further information at the above address.

4. The tender forms can be obtained on payment of Rs.10,500.00 in any working days during official hours till 14.03.2013 up to 2.30 PM. Bid shall be received in the office of the undersigned.
5. Bid must be delivered in the tender box having Tender Call Notice No. 2755 DF (O).
6. Bid document will be made available in the office of the Directorate of Fisheries, Odisha, Cuttack / website of Director of Fisheries, Odisha Cuttack. www.orissafisheries.com
7. The Cover I(Technical Bid) will be opened on 14.03.2013 at 4.00 PM in the office of the undersigned in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt / opening of the Bid as specified, then the bid will be received / opened on the next working days, same time and venue unless otherwise notified.
8. Price Bid(Cover-II) of those bidders shall only be opened whose technical bid qualifies in the technical evaluation report. The turnkey tender will be given as Top Priority instead of only cage tender. In case of failure of turnkey tender, the cage tender will be considered.
9. The Director of Fisheries shall have the exclusive right to accept or reject any tender without assigning any reason there of.
10. Other details can be seen in the BID DOCUMENT.

Sd/-

**Director
Fisheries Odisha, Cuttack**

Memo No 2756 //Date 20.02.2013 // XIX-SPU-NMPS-5/2012

Copy forwarded to the Joint Director(Advertisement) I & P.R. Department Odisha, Bhubaneswar with a request to get it published in two nos. of leading Odia Daily and 1 No. of National English daily at an early date for wide circulation.

Complimentary copy of the newspapers containing the tender call notice may be sent to this office for reference.

**Director
Fisheries Odisha, Cuttack**

Memo No 2757 // Date 20.02.2013 //

Copy forwarded to the Director, Printing, Stationary and Publication, Government of Odisha, Madhupatana, Cuttack for information & necessary action. He is requested to arrange for publication in next issue of gazette.

**Director
Fisheries Odisha, Cuttack**

Memo No 2758 //Date 20.02.2013 //

Copy forwarded to the Special Secretary to Government in F & A.R.D. Department, Bhubaneswar for favour of kind information.

**Director
Fisheries Odisha, Cuttack .**

Memo No 2759 //Date 20.02.2013 //

Copy forwarded to the Director of Ports & I. W.T. Odisha, Bhubaneswar for information.

**Director
Fisheries Odisha, Cuttack .**

Memo No 2760 //Date 20.02.2013 //

Copy submitted to the Collector and District Magistrate, Cuttack / Superintendent of Police, Cuttack for favour of kind information and necessary action.

**Director
Fisheries Odisha, Cuttack**

Memo No 2761 //Date 20.02.2013 //

Copy forwarded to the Executive Engineer (Civil), Office of the Directorate of Fisheries, Odisha, Cuttack/Executive Engineer, Fishery Engineering Division, Bhubaneswar / Deputy Director of Fisheries (SZ), Berhampur / (NZ), Sambalpur for favour of kind information and necessary action.

**Director
Fisheries Odisha, Cuttack**

Memo No 2762 // Date 20.02.2013 //

Copy to Officer in charge, Mangalabag Police Station, Cuttack for information and necessary action.

**Director
Fisheries Odisha, Cuttack**

Memo No 2763 //Date 20.02.2013 //

Copy to PA to Director of Fisheries/Section Officer/ Office Notice Board/ Cage manufacturer for information and necessary action.

**Director
Fisheries Odisha, Cuttack**

Memo No 2764 //Date 20.02.2013 //

Copy to I/C Production Officer, Publicity Section of this Directorate for information and necessary action. He is directed to publish in the website of Director of Fisheries at an earliest..

**Director
Fisheries Odisha, Cuttack**

Memo No 2765 //Date 20.02.2013 //

Copy to Cashier of this Directorate for information and necessary action. He is directed to receive Rs 10,500/-(Rs10,000/- cost of tender paper+ Rs 500/-VAT) from the bidder for the period 20.02.2013 to 14.03.2013 up to 2.30PM, providing proper money receipt.

**Director
Fisheries Odisha, Cuttack**

DIRECTORATE OF FISHERIES ODISHA, CUTTACK.

1. BACKGROUND (DETAIL FACT OF THE PROJECT)

The Government of Odisha has decided to introduce Cage culture in reservoirs to enhance the fish production of the State. The cage culture activities are unique in nature, which will be conducted on pilot basis at two reservoirs, such as Hirakud reservoir of Sambalpur district and Salia reservoir of Ganjam district during the year 2012-13 with assistance under NMPS programme of RKVY.

However, the Cage floating material may be either modular or HDPE materials, the design of cage should be reservoir specific, sturdy, long life, easy to maintain and economically viable.

Accordingly the details of items of work executed are as given below:

Sl. No.	Items	Specification	Total quantity	Hirakud	Salia
1	a. Grow out Cage (one battery consisting of 24 cages)	6x4x4 M	2 batteries	1 battery of cages	1 battery of cages
	b. Work and storage shed (floating type)	4x3 x 3 M	2 units	1 unit	1 unit
2	Fingerling rearing cage	6x4x4 M	8 nos.	4 nos.	4 nos.
3	Modular floating platform/ Raft with hand rails on 3 sides	4x3 M	2 units	1 unit	1 unit

2. TECHNICAL SPECIFICATION

The grow out cage and fingerling rearing cages have four sub-components:

2.1 GROW OUT CAGE:

- a. Cage grow out net
- b. Bird protection net
- c. Cage predator net
- d. Floating frame cages

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2.2 FINGERLING REARING CAGE:

- a. Cage fingerling net
- b. Bird protection net
- c. Cage predator net
- d. Floating frame cages

The detail specification of all the above items are given below:

2.3 CAGE GROW OUT NET :-

Shape	:	Rectangular / Square.
Size	:	6 Mtr. x 4 Mtr.
Depth	:	4 Mtr.
Bottom	:	Closed Flat
Twine Size	:	18 ply (knotless)
Eye Size	:	15 mm
Material	:	Nylon
Material Specification	:	210 D Nylon Knotless Net

Grow Out Cage Net Top should be lined with 8 – 10 mm PP Rope with 8 rings of SS of 10 mm Thickness & 1.5 inch Diameter at 8 places at equal distance.

Same 8 places should be lined from top to bottom with 8 – 10 mm PP Rope and connection at bottom middle. Bottom should be flat closed with same webbing.

Second PP rope lining should be after 0.75 m ring position and place should be perpendicular to first top PP Rope lining.

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2.4 CAGE FINGERLINGS NET :-

Shape	:	Rectangular / Square.
Size	:	6 mtr x 4 mtr
Depth	:	4 mtr
Bottom	:	Closed Flat
Twine Size	:	18 ply (Knotless)
Eye Size	:	5 – 10 mm
Material	:	Nylon
Material Specification	:	210 D Nylon Knotless Net

Fingerling Cage Net Top should be lined with 8- 10 mm PP Rope with 8 rings of SS of 10 mm thickness & 1.5 Diameter at 8 places at equal distance.

Same 8 places should be lined from top to bottom with 8 – 10 mm PP Rope and connection at bottom middle. Bottom should be flat closed with some webbing.

Second PP rope lining should be after 0.75 m ring position and place should be perpendicular to first top PP Rope lining.

2.5 BIRD PROTECTION NET.

Shape	:	Rectangular / Square.
Size	:	8 Mtr. x 6 Mtr.
Bottom	:	Flat
Twine Size	:	10 ply (Knotted)
Eye Size	:	20 mm
Material	:	Nylon
Material Specification	:	210 D Nylon Knotted Net

Webbed according to the dimensions and bottom of the net should be line with led weights of 50 gms each by leaving space of 100 mm at equal distance.

2.6 CAGE PREDATOR NET:

Shape	:	Rectangular / Square.
Size	:	7 Mtr. x 5 Mtr.
Depth	:	4 Mtr.
Bottom	:	Closed Flat
Twine Size	:	18 ply (Knotted)
Eye Size	:	20 mm
Material	:	Nylon
Material Specification	:	210 D Nylon Knotted Net

Cage Predator Net Top should be lined with 10 mm PP Rope with 8 rings of SS of 10 mm Thickness & 1.5 inch Diameter at 8 places at equal distance.

Same 8 places should be lined from top to bottom with 10 mm PP Rope and connection at bottom middle. Bottom should be flat closed with some webbing.

Second PP rope lining should be after 0.75 m ring position and place should be perpendicular to first top PP Rope lining.

2.7 FLOATING FRAME CAGE SPECIFICATION:

Shape	:	Square / Rectangular
Structure	:	Frame
Outer Dimensions	:	7 Mtr. x 5 Mtr. +/- 10 Cms.
Inner Dimensions	:	6 Mtr. x 4 Mtr. +/- 10 Cms.
Depth	:	0.4 to 0.5 Mtr. +/- 5 Cms.
Colour	:	Colour mix of blocks as desired by authority concerned.
Weight	:	300 kilos + 20 kilos
Material	:	Virgin Grade Poly Ethylene Polymer

Surface should have Chequered Finish as Anti Skid protection

Each Frame should consist of :-

- A) Made of Modular HMW HDPE Docks joint together with Nylon Nuts and Bolts.
- B) Specification of each Cage Frame (arranged in chequered layout)
- **Shape:** Rectangular.
 - **Structure :** Frame with high load bearing capacity of sufficient strength of 325kg/m² or above made from Floating Docks
 - **Each cage size Outer Dimensions :** 7 Mtr. x 5 Mtr. +/- 10 Cms or more
 - **Inner Dimensions :** 6 Mtr. x 4 Mtr. +/- 10 Cms.
 - **Colour :** Combination of Blue & Orange, Grey or any colour other than black.
 - Walking Surface should have Chequered Finish for Anti Skid protection.
 - Walking Surface Thickness should be between 10 to 13mm. Each bidder has to submit one sample of the dock and the same will be cut to verify the top surface thickness.
 - Must have provision of Handrails and Cage Net Loops for easy Installation
 - The Battery of 24 Cages should be an integrated design as per layout enclosed. The Central Catwalk should be of 1meter and free of any gaps. It should be modularly fitted / interlocked. The cage should have a central walkway of at least 1 metre width all along the length of 24 cages. Similarly, there should be 1 metre width walkway horizontally along 2 cages at the beginning and end & also at two places at equidistance between the beginning and the end. The walkway should be free from any net or, rope. There should be a landing platform at one side for docking of the boat to unload the feed & other materials comfortably.
- C) **Hand Rails:** The Cage Frame is fitted with GI Hand Rails of 3' height with good strength and support for safety of user.
- D) They should provide a sample block, proposed cage with design/specification/photos/sketch.

2.8 ANCHORING PROVISION:

1. Black stone / Granite of Dimensions 0.5 Mtr. X 1 Mtr. each weighing 75 kilos or more to be provided for suspension on diagonally opposite sides of Frame with 14 mm Diameter Nylon Rope.
2. Anchoring SHOULD BE PROVIDED Diagonally opposite sides / 4 corners of the Cage Structure suspended from Frame by 14 mm Diameter Nylon rope.

2.9 WORKING & STORAGE SHED:

Working shed of 10 tonne capacity should be provided. Readymade Pre Fabricated Frame Structure mountable on Floating Frame with PPGI Sheet Roof and Wall Panels to provide an Enclosure for Rest of Workmen & Storage of Daily necessary items.

Flooring with fibre sheets (water proof) should be provided which should last at least 5 years.

Solar lights to light on all 4 corners and in the shed to light full night (12 hours). One solar lamp for boat.

5 Years extendable warrantee with terms and cost. (Maintain AMC)

Life jackets of 10 nos. of good quality should be provided.

Boat should be provided with 3 tonnes capacity

3. SCOPE OF WORK:

- 3.1 Site Inspection.
- 3.2 Preparation of Drawing, design, quantity calculation of materials (item wise) required for the work.
- 3.3 Alternative drawing / design & its Power Point Presentation as per requirement of Department.
- 3.4 Installation at site as per requirement of department at Hirakud / Salia Reservoir.
- 3.5 Operation & Maintenance of the asset up to 12 calendar months.
- 3.6 The cost towards Operation & Maintenance of the asset including more machineries required will be borne by the Agency till completion of Operation maintenance period i.e. 12 calendar months.

4. INSTRUCTION TO THE BIDDERS:

General.

- 4.1 All the information must be submitted in English.
- 4.2 The respective client shall sign on all reference, information and certificates from the clients certifying suitability, technical know-how or capability of the applicant.
- 4.3 The proposal completed and signed shall be submitted in a sealed Envelope. Cover- I (Technical Bid) contain details of document at its eligibility criteria with drawings, design, quantity calculation (item wise), PAN, VAT Clearance etc. & EMD in shape of TDR/BD duly pledged in favour of Director of Fisheries, Odisha, Cuttack of the offered price.
- 4.4 Cover- II (Price Bid) contains the offer price for executing the job.
- 4.5 The cost incurred by applicants in preparing this application, in providing clarifications of attending discussions / conference / Power Point Presentation in Connection with this document shall be borne by the applicant.
- 4.6 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or .
- 4.7 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history ,or financial failures etc; and/or.
- 4.8 Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Officer-in-charge.
- 4.9 Indulged in unlawful means in obtaining bids.
- 4.10 Never have been black listed/ their registrations cancelled by the competent authority.

5. COST OF BIDDING:

- 5.1** The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case be responsible and liable for those costs.
- 5.2** All the rates and prices in the bid shall cover all taxes, viz Central or State Sales Tax, Octroi, Value /added /tax or any other local taxes, ferry, tollage charges and royalties and any other charges.
- 5.3** The rent, royalties and taxes prevailing on the date shall be claimed to the executants.
- 5.4** The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. ELIGIBILITY CRITERIA:-

- 6.1** The registered Manufacturer / supplier must be a well established having Capability and experience in undertaking similar nature of work and having knowledge about **Cage Culture**. A capability statement in separate sheet should be submitted along with the technical bid.
- 6.2** After opening of Cover- I in Schedule date and time, the Agency shall have to carry out a Power Point Presentation of his preparatories.
- 6.3** The Registered Manufacturer / Supplier must have technical personals (Civil, & Mechanical) to facilitate the assignments with adequate experience in his / her profession.
- 6.4** Qualifying firms will be intimated to attend the opening of Cover- II. The venue will be intimated separately.
- (i) The Registered Manufacturer / Supplier shall have experience of Demand forecasting, Market Research and Financial Analysis of the material requirement for the Job.
- (ii) The Registered Manufacturer / Supplier shall have experience in carrying out feasibility studies, and preparation of Detailed execution schedule applicability of the assignment.
- (iii) Even though applicants satisfy the above requirements, they are subject to be disqualified if they have Made untrue or false representation in the form, statement and attachments required in the Registration document.
- (iv) Records of proof performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

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**Director
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7. FINANCIAL CRITERIA:-

The bidder should have minimum annual turn over of Rs 50 lakhs for three consecutive years as cut off date of March'2012 and the proof of turnover in shape of consolidated balance sheet should be attached along with the technical bid.

8. TIME SCHEDULE:-

8.1 The basic consideration and the essence of the contract shall be strict adherence to the quality and time schedule for performing the works services.

8.2 For carrying out the job is **3 (Three)** Calendar months from the date of Commencement.

8.3 The Registered Manufacturer / Supplier must have to exhibit the fabrication / construction of the assignment at his workshop / factory / site along with a clear list of materials used within a stipulated period of **2 (Two)** calendar months from the date of commencement. The final inspection will be made by the Department officers within the stipulated time frame at the factory site.

9. SUBMISSION OF BID:-

The technical proposal should contain the details called for, a letter intimating their acceptance of the tender conditions, a copy of tender documents duly signed by the bidder on each page as well as documents in support of the minimum eligibility criteria stipulated in Cover- I along with Drawing / Design / Quantity of materials / alternative proposal if any.

9.1 The financial proposal has to be submitted in the format for price bid annexed to the tender document. The bidder is required to quote a firm offer inclusive of all prevailing taxes ,duties, transportation as applicable for the assignment.

9.2 After qualifying for this assignments, the successful Bidder with the prior approval of authority may be allowed to include more agencies / professionals as associates, but wouldn't be permitted to change the members of consortium / joint venture during the project period.

9.3 All duties, taxes including VAT and other levies payable by the Agency under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder , Sales tax purchase tax, turnover tax or any other tax on material in respects of this contract shall be payable by the Agency and Government will not entertain any claim whatsoever in respect of the same.

9.4 In case of any bid where unit rate of any item/items appear unrealistic such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

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Fisheries Odisha, Cuttack.**

9.5 For transportation of materials to site of work is the sole responsibility of of the Agency. Statutory traffic restriction during transport of materials to the site of work is to be taken in to consideration before tendering.

10. VALIDITY:

10.1 Bids are remain valid for a period not less than 90 days or the period mentioned in the contract data after the dead line date for submission of bid as specified in the notice inviting bids. A bid valid for a shorter period shall be rejected by the department as non-responsive.

10.2 In exceptional circumstances prior to expiry of the original time limit, the officer inviting the bid may request the bidder to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing only.

10.3 The tender shall be valid for a period of one year from the date of agreement with successful bidder subject to mutual understanding between both the parties or till the publication of tender for the said purpose ,if required. Further orders for similar installations in other reservoirs may also be taken up basing on approved supply bid amount in coming one year of its validity.

11. PREBID MEETING:

Pre bid meeting will be held on 08.03.2013 at 1.00 PM in the Chilika Conference hall of the Directorate of Fisheries. After completion of pre bid meeting, within 4 days necessary corrigendum if any will be uploaded in the website of Director of Fisheries relating to this tender basing on the feedback received from the Bidders till prebid date and on prebid meeting date.

12. OPENING OF BID.

12.1 The proposals receive from Registered Manufacturer / Supplier will be opened on 14.03.2013 at 4.00 PM Hrs in presence of their representatives available at that time. Only the envelopes marked Cover- I (Technical proposal) of all bidders will be opened and the envelope marked Cover-II (Price proposal) at that time of all bidders will be sealed and kept. Evaluation of the technical proposals will be carried out based on the required document & Power Point Presentation. Thereafter, price proposals of bidders qualified in technical proposals.

12.2 Price proposal (Cover-II) for evaluation will be opened in their presence. Date of opening of price proposal will be intimated to qualified bidders accordingly.

12.3 The participation in opening of Cover- I & in form of Power Point Presentation does not in any way entitled any applicant to participate in the final bid.

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Director

13. TECHNICAL APPRAISAL:-

- 13.1 Appreciation of the project – The proposal should demonstrate the bidder's knowledge of the project requirement and bidders understanding of the requisite tasks as set forth in the Scope of work. In the event of acceptance of the offer of a bidder shall have to undergo stipulation of scope of work and terms and condition indicated in this bid document.\
- 13.2 Approach and methodology of the project.
- 13.3 Work programme in shape of Bar chart and PERT chart.
- 13.4 Organisation chart and manning schedule of key personnel.
- 13.5 Comments, if any regarding the scope of work, designed to improve the performance in carrying out the assignment.
- 13.6 Description of experience of similar work.

14. EVALUATION PROCESS:-

A two step selection process would be followed.

- 14.1 The technical proposals will be evaluated. The applicant may be invited to make a presentation on the suggested approach and methodology for the assignments.
- 14.2 The technical evaluation of the all the bids will be taken up as per the information checking their original documents and if at a latter date the bidder is found to have mislead evaluation through wrong information, action shall be taken against the bidder in rejecting the bid.
- 14.3 The financial proposals of the applicants, whose technical bids qualify as per the process of evaluation & presentation would be evaluated.
- 14.4 If the officer inviting the bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be_ withdrawn, the bidder shall be invited for negotiation by the officer inviting the bid or by an officer authorised by him in writing .Negotiations of the financial bid with only the lowest bidder shall be carried out , if necessary. Negotiation of the bid will be carried out by manual way.

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**Director
Fisheries Odisha, Cuttack**

15. AWARD OF CONTRACT:-

- 15.1** The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 15.2** On acceptance of the tender, the Agency shall name in writing his accredited representative (s) would be responsible for taking instructions from the Department.
- 15.3** Competent authority on behalf of Government of Odisha reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 15.4** After fulfilment of criteria in the evaluation process and approval from competent authority the L.O.I. (Letter of Indent) work order will be issue in favour of successful Bidder.
- 15.5** The competent authority on behalf of Government of Odisha doesn't bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the bid tenders received without assigning any reason.
- 15.6** 10% of the accepted value will have to deposit by the bidder as **performance Security** in shape of pledged TDR/Bank guarantee at the time of signing of agreement.
- 15.7** The Bidder shall have to deposit 1% of final bid value as ISD in shape of bank draft duly pledged in favour of Director of Fisheries, Odisha, Cuttack prior to signing of Agreement..

16. EXTENTION OF COMPLETION DATE:

(a) PROGRESS OF WORK AND RE-SCHEDULING PROGRAMME:

- (i) Within 15 days of issue of the letter of acceptance, the agency shall submit to the department for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- (ii) To ensure good progress during the execution of the work the agency shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

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**Director
Fisheries Odisha, Cuttack**

- (iii) If at any time it should appear to the department that the actual progress of the work does not conform to the programme to which consent has been given the agency shall produce, at the request of the department, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the agency does not submit an updated Programme within this period, the department may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- (iv) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- (v) The department's approval of the Programme shall not alter the Agency's obligations. The Agency may revise the Programme and submit it to the department again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

(b) **EXTENSION OF THE COMPLETION DATE :**

- i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the department issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Agency commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- ii) As soon as possible after the Agreement is executed, the Agency shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the department and the Agency within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the Agency shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

- iii) In case of delay occurred due to any of the reasons mentioned below, the Agency shall immediately give notice thereof in writing to the department but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the department to proceed with the works.
- (1) Force majeure, or
 - (2) Abnormally bad weather, or
 - (3) Serious loss or damage by fire, or
 - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - (5) Delay on the part of other Agency or tradesmen engaged by officer in-charge in executing work not forming part of the Contract.
 - (6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Agency taking steps to accelerate the remaining work and which would cause the Agency to incur additional cost, or
 - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Agency control.
- iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Agency in writing within fourteen days of the happening of the event causing delay. The Agency may also, if practicable, indicate in such a request the period for which extension is desired.
- v) In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Agency by the Department in writing, within one months of the date of receipt of such request. Non-application by the Agency for extension of time shall not be a bar for giving a fair and reasonable extension by the department and this shall be binding on the Agency.

(c) **COMPENSATION FOR DELAY :**

If the Agency fails to maintain the required progress in terms of clause of Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Director of Fisheries (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause of Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Agency under this or any other contract with the Government. In case, the Agency does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the Agency. However, if the Agency catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Agency fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount. The Director may waive the fine/Penalty/compensation if the explanation for the delay is satisfactory.

(d) **MANAGEMENT MEETINGS:**

- i) Either the department or the Agency may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- ii) The Department shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the department either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Agency

Director

Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):- To rescind the contract (of which rescission notice in writing to the Agency under the hand of the undersigned, shall be conclusive evidence), 20% of the value of left over work will be realized from the Agency as penalty.

17. TEST OF SAMPLES.

The Agency has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at any of the Government control & Research Laboratories, at the cost of the Agency with no extra cost to the Department.

18. PAYMENTS CONDITIONS:-

- (i) 1st Instalment – Mobilization Advance – 10% of the contract value may be considered for payment subjected to equivalent to Bank Guarantee after 15 days from issue of LOI.
- (ii) 2nd Instalment – 40% of the Contract value on verification of finished job & satisfaction of the Department at ex factory and delivery of consignment at site.
- (iii) 3rd instalment – 25% of Contract Value after successful installation & commissioning of the assignment at one site & remaining 25% on completion at second site.
- (iv) Security Deposit @ 5% of each instalment will be retained with Department.
- (v) Release of Security Deposit will be made after defect liability period i.e. 12 calendar months from actual date of completion. The Performance Security & Initial Security Deposit (ISD) will be released after complete installation of cages in both the reservoirs site .

LIST OF DOCUMENT FORMING PART OF THE AGREEMENT.

- 1. Detailed Tender Call Notice.
- 2. Bid Document
- 3. Special Conditions.
- 4. Undertaking.

Agency

**Director
Fisheries Odisha, Cuttack**

PROPOSAL SUBMISSION FORM.

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned and offer to provide above work for the sum as may be ascertained in accordance with the price Schedule attached herewith and made part of this proposal.

We undertake, if our proposal is accepted to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this proposal for a period of **3 (Three)** calendar months from the date of invitation of the proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any proposal you may receive.

Dated this day / month of year.

Full signature

(In the capacity of)
Duly authorised to sign proposal for and on behalf of.

Agency

**Director
Fisheries Odisha, Cuttack**

Special conditions

1. Income Tax @ surcharge as applicable & Sale Tax / VAT as applicable will be deducted from the bill of Agency.
2. The Security Deposit including E.M.D. can be refunded after 12 (Twelve) Months of satisfactory completion of work.
3. No extra work beyond the scope of the Agreement should be allowed without prior permission from competent Authority.
4. The Agency is to bear required Sales Taxes, Octroi Taxes all other taxes and royalties etc. if required at his own cost & risk. The successful bidder should open a local office in Odisha.
5. The minimum wages fixed by Government from time to time are to be paid by the Agency to the labourers engaged by him in the work.
6. The work should be restricted to the available funds.
7. The expenditure should at no time exceed the allotment available as such, a written undertaking may be obtained from the Agency prior to the drawl of Agreement stating therein that they will not claim anything in any shape form the Government if the work is curtailed or stopped at any stage for want of funds. This will form a part of the contract.
8. Arbitration proceeding shall be held at Cuttack, Odisha, India and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.
9. There should be 5 years guarantee/ warrantee on all materials expecting nets, ropes and other consumables.Net warrantee should be at least 2 years or more.
10. The turnkey tender will be given as Top Priority instead of only cage tender. In case of failure of turnkey tender, the cage tender will be considered.

UNDERTAKING

Certified that I will not claim anything in any shape from the Government if the work is curtailed or stopped at any stage for want of funds. This will form a part of contract.

Signature of the Agency.

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned do hereby certifies that neither my/farm/company/individuals _____ nor any of its constituents partners have abandoned any project work in India nor any contract awarded to us for such works have been rescinded during the last 5 years prior to the date of this bill.
3. The undersigned here by authorised (s) and request (s) any bank person farm or corporation to finish pertinent information as deemed necessary and as requested by the department to verify the statement or regarding my (our) competency or general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agreed to furnish any such information at the request of department.

(Signature of the Bidder)
Name of the Firm
Date.

COVER- II (PRICE BID)

BILL OF QUANTITY

Sl.	Description of work.	Offered price.
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No.		(In Rs.)	
		In figures	In words
1.	<p>“Design ,manufacture, Supply, installation and mooring of 2 Nos. batteries (24 cages each) of Grow out cages, 8 nos. fingerling rearing cages, 2 nos. of floating storage shed and 2 nos. floating raft for Fish culture in Hirakud Reservoir – Sambalpur District and Salia Reservoir – Ganjam District of Odisha”</p>		

Signature of the Bidder
Address
Phone No.