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CORRIGENDUM NOTICE

Corrigendum to e-procurement tender notice ref no: **Proj/184/New Dairy Plant/3340** published on dtd. **29.06.2017** towards “**Turnkey execution of fully automated 5 LLPD Dairy Plant At Arilo - Govindpur mouza Under Barang Tahasil, Dist-Cuttack, Odisha State.**” Please refer details of corrigendum at **Annexure –I.**

The last date for online submission of bid is extended up to **28.08.2017 (5.00 PM)** for online bidding & bid shall be opened on **31.08.2017** at 11.00 AM. For details please visit our website : www.omfed.com/www.tenderorissa.gov.in .

MANAGING DIRECTOR

e-PROCUREMENT NOTICE

Letter No. 3340 // Date. 27.06.2017 //
Bid Identification No. PROJ/184/New dairy plant/17/3340

1. The tender is invited on-line through 'e'-procurement of Govt. of Odisha web Portal <https://tendersorissa.gov.in>. The bidders should have the necessary portal enrolment with his own Digital Signature Certificate.
2. The bidders may submit bids for the following work

Sl. No	Name of work	Cost of tender paper. (Rs.)	Availability of Tender for online bidding		Date of opening	Bid Security (Rs.)	Class of Contractor
1	2	3	5	6	7	8	9
			From	To			
01	TENDER DOCUMENTS TOWARDS DESIGN, CONSTRUCTION, SUPPLY OF EQUIPMENT, SERVICES & UTILITIES, ERECTION, TESTING, COMMISSIONING & GUARANTEED TRIAL RUN OF FULLY AUTOMATED 5 LAKH LITER PER DAY CAPACITY DAIRY PLANT COMPRISING OF MILK RECEPTION, PROCESSING, PACKING, 60 KLPD UHT PLANT, 10 KLPD ICE-CREAM PLANT, PRODUCT MANUFACTURING , 20 MTPD POWDER PLANT, SERVICES & UTILITIES ON TURNKEY EXECUTION BASIS INCLUDING STRUCTURAL AND CIVIL CONSTRUCTION WORK AT ARILO-GOVINDPUR UNDER BARANG TAHASIL, DIST-CUTTACK, STATE – ODISHA	10,500/- including tax	29.06.17 on 10.00A.M	28.08.17 on 5.00P.M	31.08.17 on 11.00 A.M.	2.5 crore	As per DTCN

3. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: <https://tendersorissa.gov.in>. The corrigendum/amendment to this notice if required shall be published only in the OMFED web site <https://www.omfed.com> and will not be published again in news paper.

4. The **Bid documents will be available** in the website: <https://tendersorissa.gov.in> till **05.00 PM of 28.08.2017** for online bidding.

5. (i) The tender paper cost (in shape of D/D) & EMD (i.e 2.5 crore) in the form of D/D or Bank Guarantee in original,

(ii) Photo Copy of VAT, PAN, Registration Certificate of firm, Experience Certificate, other documents as per DTCN with duly signed by the bidder. (only Papers relating to Technical Bid)

(iii) **Additional Performance Security** in shape of Demand Draft or Term Deposit Receipt duly pledged in favour of the OMFED, payable at Bhubaneswar,

As mentioned **5 (i),(ii) &(iii)** shall have to be deposited in three different sealed envelope within 10.00 A.M. from 29.08.2017 to 05:00PM of 30.08.2017 at the OMFED Corporate office, Bhubaneswar.

6. Non submission of cost of bid document and bid security within the period shall debar from participating in the online bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

7. Bids shall be received only "on line" on or before **5.00 PM of 28.08.2017**.

8. Bids received on line shall be opened at **11.00 A.M. on 31.08.2017** at OMFED Corporate office in the presence of the bidders. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

9. The bids of the technically qualified bidders will be opened for evaluation of the price bid.

10. It is for the information of all concerned, that EMD is binding for all participates i. e. 2.5crores in the shape of DD / Bank Guarantee.

11. The cost of bid documents & EMD issued from any Nationalized Scheduled Bank may be prepared in favour of OMFED, payable at Bhubaneswar.

12. Other details can be seen in the bidding documents.

13. Any corrigendum / Addendum will be displayed in the website <https://www.omfed.com>.

14. The management reserves the right to cancel any or all bids without assigning any reason.

ANNEXURE- I

Sl no.	Existing Tender Provision	Tender Document Page No.	Corrigendum/Addendum
1.	Estimated Cost	Not Given In Tender Documents	Rs.230 crores
2.	Additional Performance Security (APS)	Not mentioned in Tender Documents	As per govt. notification Additional performance security shall be deposited by the bidder, when the bid amount is below the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft or Term Deposit Receipt duly pledged in favour of the OMFED, payable at Bhubaneswar. The APS shall be retained by OMFED till successful completion of the project. The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders quoting less bid price/rate than the estimated cost

			put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of D/D, their price bid will not be taken in to consideration for evaluation even if they have qualified in the technical bid evaluation.
4.	Bids for Joint Ventures and consortium	16	For Joint Ventures and consortium the bidder shall filled up the format at Annexure -III.
5.	Period Of Completion of the project -20 Months	3 & 4	Period Of Completion of the project -24 Months
6.	<u>Qualification of Bidder</u> (i) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.	6	<u>Qualification of Bidder</u> (i) Evidence of access to or availability of credit facilities (minimum 20% of estimated cost) certified by the bankers.
7.	B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next one year.	8	B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.
8.	(a)To qualify for award of the contract each bidder in its name should have in the last five year (from FY 2012-13 to FY 2016-17) achieved a minimum annual financial turnover in section 2,	7	(a)To qualify for award of the contract each bidder in its name should have in the last five year (from FY 2012-13 to FY 2016-17) achieved a minimum annual financial

	Qualification Information (in all classes of Civil/ Mechanical/Electrical engineering construction works only) at 2016-17 price level in any financial year (attached copy of certificates of authenticity to be enclosed by the tenderer from an appropriate authority) . weight age of 10% per year shall be given on financial turnover of previous years to bring them to 2016-17 price level.		turnover in section 2, Qualification Information (in all classes of Composite works only) at 2016-17 price level in any financial year (attached copy of certificates of authenticity to be enclosed by the tenderer from an appropriate authority) . weight age of 10% per year shall be given on financial turnover of previous years to bring them to 2016-17 price level.
9.	<p>PAYMENT TERMS.</p> <p>I) Performance Security-</p> <p>Within 15 (Fifteen) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the OMFED a Performance Security in mentioned forms given in tender document an amount equivalent 5% of the Contract price.</p> <p>II) Advance Payment-</p> <p>10% Advance Payment of civil & Mechanical work (whole work) order value (after deposit of PSD & execution of agreement by bidder) against 13% Bank Guarantee from any Nationalized/Scheduled Bank valid till successful completion of</p>	16 & 80	<p>REVISED PAYMENT TERMS.</p> <p>I) Performance Security-</p> <p>Within 15 (Fifteen) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the OMFED a Performance Security in the form as mentioned in the tender document an amount equivalent 10% of the Contract price.</p> <p>The Performance Security shall be release to the bidder after 15 (Fifteen) month from the date of successful installation / trial run & successful commissioning / handing over of entire Project.</p> <p>II) Advance Payment-</p> <p>10% Advance Payment against civil-structural & Mechanical to be released to the bidder separately after deposit of 10% PSD & execution of agreement by bidder, against 13% Bank Guarantee from any Nationalized/Scheduled Bank</p>

	project. III) Civil Payment Term- Civil Payment Break up mentioned in Tender document are revised.		and shall be recovered from subsequent running bill . III) Revised Civil Payment Term- a. 85 % of the civil work shall be released in 10 (ten) number running bill on actual execution basis. b. Balance 15% of the billed value shall be released on successful completion of the civil work.
10.	In electrical Section or in any electrical related work where 11 KVA.		11 KVA may be read as 11 KV.
11.	General Conditions Of Contract – Temporary electrical power and water supply at the site for the purpose of construction/commissioning and trial run.	38	Electrical power and water required during commissioning and trial run is included in the scope of OMFED.
12.	General Condition of Contract. Clause no. 10, 10B,10C, 10CA, 10CC	48 to 56 & 58	The Clause no. 10, 10B,10C, 10CA, 10CC in general condition of contract are deleted (not consider) from the tender document .
14.	General Condition of Contract. Clause no. 35 (All tendered rates shall be inclusive all taxes and levies)	75	The rate quoted by Bidders shall be inclusive of GST .The bidder shall raise the invoice in the name of OMFED & submit one copy of invoice to OMFED,
15.	Special Condition Of Contract	86	Special Condition Of Contract is to be read as Technical specification for Civil & Structural works i) The Bidder shall provide drawings/design for all civil/mechanical work in the technical bid along

			<p>with the technical specification.</p> <p>ii) Ceiling height for process/product hall, powder plant, UHT, Ice cream plant & services utilities..etc shall be designed by the bidder considering the actual requirement of the plant & machinery.</p>
16.	Boiler House	Not mentioned in Tender Documents	<p>It is mandatory on the part of the bidder to quote separately for 6MTPH(2nos) & 4MTPH (2nos) coal fired/LPG (Highbred Mode) boilers with independent chimney, PRS, feed water tank, water softener, stem, pipe line, valve, fitting ..etc and erection material to meet the requirement of powder plant, UHT, milk processing, product, ice cream mixing plant ...etc.</p>
17.	Refrigeration Room	Not mentioned in Tender Documents	<p>The bidder has to ensure that the technical data provided shall be sufficient for the scope of work covered by the contract under refrigeration, boiler, process, UHT, Milk powder plant, ETP, RO etc. Acceptance of the above data by OMFED does not release the bidder from his responsibility to establish rated performance of the entire plant, on a turnkey basis. Contractor may provide alternate design system and quote separate price for the same.</p>
18.	Lab Equipment	Not mentioned in Tender Documents	<p>The bidder shall clearly provide the technical specification of the lab equipments as per requirement in the technical bid.</p>
19.	SECTION 2, QUALIFICATION INFORMARION Sl no. 7 (a) , (b) & 14 where OMFED are mentioned is read as...	27,28 & 31	<p>Instead of OMFED may be read as Name & Address of the Organization.</p>

ANNEXURE-III

FORMAT FOR JOINT VENTURE AGREEMENT

If the application is made by a Joint Venture of two or more firms (limited to three firms), the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by the competent authority) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective firms for the purpose of forming the joint venture. A legally authorized signatories of the all the firms of the joint venture shall accompany the application. The JV agreement shall be signed by the authorized representative of the Joint Venture. The JV Agreement shall need be submitted consisting but not limited to the following provision:-

- a. Name, Style and project (s) specified JV with head office address.
- b. Extent (or Equality) of participation of each party in the JV.
- c. Commitment of each party to furnish the Bond Money (i.e. Bid Security, Performance Security and security for the Mobilizations Advance) in proportion to his participation in the JV.
- d. Responsibility of each partner of JV (in terms of Physical and Financial involvement)
- e. Working capital arrangement of JV.
- f. Operation of separate bank account in the name of JV to be operated by at least one foreign partner and local partner. In case of JV among local partners, all the partner are required to operate.

g. Provision for cure in case of non- performance of responsibility by the party of the JV.

h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interest in the JV to any party including existing partner(s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any JV partners' in case of any breach in this regard.

Management structure of JV with details.

Lead partner to be identified who shall empowered by the JV to incur liabilities on behalf of JV.

Parties/Firms committing themselves to the Employer for jointly and severally responsible for the intended works.

The Power of Attorney shall be duly notarized. Any relevant details.