

**WEST BENGAL STATE FOOD PROCESSING
&
HORTICULTURE DEVELOPMENT CORPORATION LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)**

**BENFISH TOWER (6th Floor)
31, G.N. Block, Sector-V
KOLKATA**

MEMO NO.248/WBSFPHDCL/1770/2020-21

Date: 14.01.2021

CORRIGENDUM NOTICE

Ref: NIT No. 170 /WBSFPHDCL/1770/2020-2021 dated-23.09.2020

As per observation of the Finance Department, GoWB, the following changes have been made in the terms and conditions of the NIT. Also, the replies to the queries raised by the bidders in the pre-bid meeting have been incorporated herein to facilitate the purpose:

REVISION IN TERMS & CONDITION :

Sl. No.	Clause No. of the NIT	Existing provision	To be read as
1	Clause - 4.5	Contract Tenure & Termination: The contract Tenure is for a period of 7 years (Seven years) commencing from the Effective Date.	Contract Tenure & Termination: The contract Tenure is for a period of 7 years (Seven years) commencing from the Effective Date, which may be renewed for a further period of seven years on satisfactory performance of the Bidder.

2	Clause - 4.24	<p>1. The Bidder should have a minimum annual turnover of Rs. 2.00 Crores (Rs. Two Crores) for each of the last three financial years ending on March 2019 or a total of Rs. 5 crores for the three financial years taken together.</p> <p>2. The Bidder should have minimum net worth of at least Rs. 4.00 Crores (Rs. Four Crores) as on March, 2019.</p> <p>3. The Bidder will have to submit a Solvency Certificate of Rs. 2 Crore issued by any scheduled Bank.</p> <p>6) Last three years, would represent audited figures for financial years 2016-17, 2017-18 and 2018-19. If audited financial statements of year ending on March 31st, 2019 are not available, then audited financial statements of last three years ending on March 31st, 2018 must be provided.</p>	<p>1. The Bidder should have a minimum annual turnover of Rs. 4.00 Crores (Rs. four Crores) for each of the last three financial years ending on March 2020</p> <p>2. The Bidder should have minimum net worth of at least Rs. 2.00 Crores (Rs. Two Crores) as on March, 2020.</p> <p>3) The Bidder will have to submit a Solvency Certificate of Rs. 2 Crore as on 31st March 2019 & 2020 from the Bidder's Banker duly Certified by a statutory Auditor/ practicing Chartered Accountant.</p> <p>6) Last three years, would represent audited figures for the financial years 2017-18, 2018-19 and 2019 - 20. If audited financial statements of year ending on March 31st, 2020 are not available, then audited financial statements of last three years ending on March 31st, 2019 must be provided. Income Tax Return for the last two financial/ assessment years to be submitted</p>
3	Clause- 5.1(f)	Handover the premises with all the fixtures, fitting and all the equipment as per inventory at the time of handing over and additions made, if any, as per contract, in working condition at the time of cessation of contract/agreement.	Dispensed with

<p>4</p>	<p>Clause – 6 (Qualification Criteria)</p>	<ol style="list-style-type: none"> 1. The Bidder should have a minimum annual turnover of Rs. 2.00 Crores (Rs. Two Crores) for each of the last three financial years ending on March 2019 or a total of Rs. 5 crores in the three years. 2. The Bidder should have minimum Net worth of at least Rs. 4.00 Crores (Rs. Four Crores) as on March, 2019 3. The Bidder will have to submit a Solvency Certificate of Rs. 2 Crore issued by any scheduled Bank. 	<ol style="list-style-type: none"> 1. The Bidder should have a minimum annual turnover of Rs. 4.00 Crores (Rs. Four Crores) for each of the last three financial years ending on March 2020 2.The Bidder should have minimum Net worth of at least Rs. 2.00 Crores (Rs. Two Crores) as on March, 2020. 3. The Bidder will have to submit a Solvency Certificate of Rs. 2 Crore as on 31st March 2019 & 2020 from the Bidder’s Banker duly Certified by a statutory Auditor/ practicing Chartered Accountant.
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5	<p>Clause – 6 (Documentary Proof to be attached)</p>	<p>1. Audited Financial Statements for the last three financial years i.e. 2016-17, 2017-18 and 2018-19 duly certified by Chartered Accountant for the last financial year.</p> <p>3.The Bidder will have to submit a Solvency Certificate of Rs. 2 Crores issued by any scheduled Bank.</p> <p>4. Incorporation Certificate/ Partnership Deed/ Service Tax Registration Certificate/ GST Registration Certificate, whichever applicable</p>	<p>1. Audited Financial Statements for the last three financial years i.e. 2017-18, 2018-19 and 2019 - 20 duly certified by the Chartered Accountant.</p> <p>If audited financial statements of year ending on March 31st, 2020 are not available, then audited financial statements of last three years ending on March 31st, 2019 must be provided.</p> <p>Income Tax Return for the last two financial/ assessment years to be provided.</p> <p>3. The Bidder will have to submit a Solvency Certificate of Rs. 2 Crores as on 31st March 2019 & 2020 from the Bidder’s Banker duly Certified by a statutory Auditor/ practicing Chartered Accountant.</p> <p>4. Incorporation Certificate/ Partnership Deed/ GST Registration Certificate, whichever applicable</p>
6	<p>Clause -6.3</p>	<p>The Bidder should have and present an annual work plan for the facility for the full period of lease of 7 (seven) years</p>	<p>The Bidder should have and present an annual work plan for the facility for the full period of 7 (seven) years</p>
7	<p>Clause -6.5.1 (1.1)</p>	<p>For each additional turnover of Rs.50 lakh = 1 mark (Maximum 5 marks)</p>	<p>For each additional annual average turnover of Rs.50 lakh = 1 mark (Maximum 5 marks).</p>

8	Clause- 8.17 (Part-I)	WBSFP&HDCL shall raise and submit an invoice on Agency for payment is exclusive of service tax . The invoice shall demand the Service Tax is applicable as per existing rates and the same shall be payable separately by the Agency.	WBSFP&HDCL shall raise and submit an invoice on Agency for payment is exclusive of GST . The invoice shall demand the GST is applicable as per existing rates and the same shall be payable separately by the Agency.
9	Clause- 8.18	<p>.....Audited Balance sheet and profit and loss statements of Accounts for the year 2016- 2017, 2017 – 2018 and 2018 – 3019 respectively duly certified by the licensed Chartered Accountant.</p> <p>– Net worth Certificate for the year 2018 – 2019 certified by the licensed Chartered Accountant.</p> <p>– Incorporation Certificate / Partnership Deed / Service Tax Registration Certificate/ GST registration Certificate, as applicable.</p>	<p>.....Audited Balance sheet and profit and loss statements of Accounts for the year 2017 – 2018, 2018 – 2019 and 2019 - 2020 respectively duly certified by the licensed Chartered Accountant.</p> <p>– Net worth Certificate for the year 2019 - 2020 certified by the licensed Chartered Accountant.</p> <p>– Incorporation Certificate / Partnership Deed / GST registration Certificate, as applicable.</p> <p>Income Tax Return for the last two financial/ assessment years</p>

<p>11</p>	<p>Clause-8.20.5</p>	<p>In the event the Bidder, after the issue of communication of acceptance of its bid by Authority, fails or refuses to start/execute the work as per its obligations indicated herein. In such a case the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of Contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the EMD deposited in terms of this bid documents.</p>	<p>Dispensed with.</p>
<p>12</p>	<p>Clause – 8.21.2</p>	<p>Non payment of any dues of the Authority by the Agency..... I.An event of default not being remedied by the Agency ii.Non removal of deficiencies..... iii.The Agency willing to end the contract period voluntarily before end of the contract period, in which case the full amount of the Performance Security along with other outstanding shall remain forfeited. In the case of the Agency willing to end the contract period voluntarily before end of the contract period, 50% of the Performance Security amount shall remain forfeited.</p>	<p>I.Non payment of any dues of the Authority by the Agency.... ii. An event of default not being remedied by the Agency... iii.Non removal of deficiencies..... iv.The Agency willing to end the contract period voluntarily before end of the contract period, in which case the full amount of the Performance Security along with other outstanding shall remain forfeited. (numbering of the sub- clauses have been changed) In the case of the Agency willing to end the contract period voluntarily before end of the contract period, the full amount of the Performance Security amount shall remain forfeited.</p>

<p>13</p>	<p>Clause-4.27 & Clause-8.21.1</p>	<p>3. Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the contract Tenure and a period of 90 (ninety) days of operations thereafter.</p>	<p>3. Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the contract Tenure and a period of 180 (one hundred and eighty) days of operations thereafter. Performance Guarantee may be issued by any Scheduled Commercial Bank. Only those banks as listed in SBMS portal of Finance Department shall be accepted.</p> <p>4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.</p> <p>5. Bank shall not be released from its liability by any exercise of the Authority by reason of time being given to the bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the Bidder.</p> <p>6. The Bank has the power to issue the Guarantee and discharge the obligations contemplated, the issuing Authority is duly authorized and has full power to execute the Guarantee for and on behalf of the Bank.</p> <p>7. Bank undertakes not to revoke the Guarantee during its currency except with the previous express consent of the Authority in writing.</p>
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14	Clause-4.8 & Clause 8.23	In case of consortium there should be a lead member who will have overall responsibility and WBSFP&HDCL will deal with lead member only for financial, administrative, contractual matters etc.	In case of consortium there should be a lead member who will have overall responsibility and WBSFP&HDCL will deal with lead member only for financial, administrative, contractual matters etc. Both members will be liable jointly and severally to discharge the obligations of the project. The nomenclature shall be identical. Additional Power of Attorney shall have to be issued in favour of the Lead Member to deal with WBSFP&HDCL in all matters regarding the project.
15	Clause-11.6.i iv	(l) Any event or circumstances of a nature analogous to any events set forth above within India.	(m) Any event or circumstances of a nature analogous to any events set forth above within India. (only numbering of this Sub- clause has been changed)
16	Clause-11.6.8The Arbitration shall be conducted as per provision of The Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted as per provision of The Arbitration and Conciliation Act 1996(as amended up to date)
17	Clause-11.8 .B (a)The Arbitration shall be conducted as per provision of The Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted as per provision of The Arbitration and Conciliation Act, 1996 [as amended up to date].
18	Clause-11.19.2.1	Authority shall retain the title, ownership and control of any site allotted by Authority to Agency for purposes of carrying out Agency's obligations in relation to operations of the Facility. Such Title and ownership of Authority of any such site shall not pass to Agency.	Authority shall retain t h e title, ownership and control of any site including Project Facilities allotted by Authority to Agency for purposes of carrying out Agency's obligations in relation to operations of the Facility. Such title and ownership of Authority of any such site shall not pass to Agency.

19	Annexure-I Sub clause - (1) & (3)	1.Bidders shall start bidding at Rs 50,001/month, (Rs 50,000 is the floor rate) for the first two years, with an annual escalation of 10% payable from the 3 rd year. The full financial offer thus arrived for 7 years will be calculated as per Net Present Value (NPV), with a discount rate of 6%. 3.Service Tax has to be paid separately at applicable rates on the invoice raised by WBSFPHDCL at prevailing rates	1Bidders shall start bidding at Rs 50,001/month, (Rs 50,000 is the floor rate) for the first two years, with an annual escalation of 10% payable from the 3 rd year. The full financial offer thus arrived for 7 years will be calculated as per Net Present Value (NPV), with a discount rate of 6%. Price shall have to be quoted exclusive of GST. 3.GST has to be paid separately at applicable rates on the invoice raised by WBSFPHDCL at prevailing rates.
20	Annexure-I (NPV- column)	Rs 49,05,515	Rs 49,05,515 [all amounts shall also have to be mentioned in words]

Also, the last date of dropping of tender and other relevant dates are being revised as below:-

Sl. No	Particulars	Date and Time
1	Documents download end date (online)	01.02.2021 upto 3:00 P.M.
2	Last Date of Bid Submission(online)	01.02.2021 upto 3:00 P.M.
3	Date of opening of Technical bids	03.02. 2021 at 3:00 P.M. The financial bids of the technically qualified bidders will be opened immediate after evaluation of Technical bids. In the event of this date being declared as Govt. holiday for WBSFP&HDCL, the technical bid working date at the schedule time.
4	Date of uploading of the list of the technically qualified bidders vis- a-vis the rates offered by them.	To be intimated later.

MD (WBSFPHDCL)

14/01/2021