



**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 – 700091**

No. 63/WBSFPDCL/1770/2019-20

Date : 29.05.2020

7TH CORRIGENDUM NOTICE

Ref: NIT No. 36/WBSFPDCL/I770/2019-20 dated: 16.03.2020
Corrigendum Notice No. 44/WBSFPDCL/I770/2019-20 dated 23.03.2020
Corrigendum Notice No. 45/WBSFPDCL/I770/2019-20 dated 31.03.2020
Corrigendum Notice No. 49/WBSFPDCL/I770/2019-20 dated 20.04.2020
Corrigendum Notice No. 50/WBSFPDCL/I770/2019-20 dated 07.05.2020
Corrigendum Notice No. 54/WBSFPDCL/I770/2019-20 dated 18.05.2020
Corrigendum Notice No. 59/WBSFPDCL/I770/2019-20 dated 25.05.2020

In response to the various queries of the intending bidders, the following addendum and corrigendum are being made in the terms and conditions of the NIT:

REVISION IN TERMS & CONDITIONS :

Sl. No.	Clause No. of the above NIT	Existing provision	To be read as
1.	<u>Section 1</u>	Tender Fee : Rs.10,000/- (Rupees Ten Thousand only)	Tender Fee : Rs.2,000/- (Rupees Two Thousand only)
2.	<u>Section 1</u>	Earnest Money : Rs.1,00,000/- (Rupees One Lakh only)	Earnest Money: Rs.50,000/- (Rupees Fifty Thousand only)
3.	<u>Section 4</u> Clause 4.1 (ii) Clause 4.3 (ii) & <u>Section 5</u> Clause 5.1 (vi)	NHB Accreditation Certificate, valid as on 01.04.2020	NHB Accreditation Certificate should be valid on the last date of submission of bids. If the validity is to expire on or before the last date of submission of offers, then the receipt of the application addressed to the NHB for renewal or extension of validity should be submitted alongwith the existing NHB Certificate.

4.	Section 4 Clause 4.1 (iii)	The prospective Bidder should have satisfactorily completed the supply of at least 30,000 (thirty thousand) nos. of Horticultural plants of any variety, cumulatively , to any State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or local bodies or Parastatals of any State or Central Government within the financial years 2017-2018 and 2018-2019 respectively.	The prospective Bidder should have satisfactorily completed the supply of at least 30,000 (thirty thousand) nos. of Horticultural plants of any variety, cumulatively , to any State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or local bodies or Parastatals of any State or Central Government within any two years during the last three completed financial years.
5	Section 4 Clause 4.2(i)	Annual turnover : The bidder must have a minimum annual turnover of Rs 10,00,000 (Rupees Ten lakh only) if bidding for upto 4 (four) packages and Rs 20,00,000 (Rupees Twenty lakh only) if bidding for more than 4 (four) packages within the financial years 2017-2018 and 2018-2019 respectively.	Annual turnover : The bidder must have a minimum annual turnover of Rs 10,00,000 (Rupees Ten lakh only) if bidding for upto 4 (four) packages and Rs 20,00,000 (Rupees Twenty lakh only) if bidding for more than 4 (four) packages in each of the financial year 2017 -18 and 2018-19 respectively.
6	Section 4 Clause 4.2 (ii) & 4.3 (x) & Section 5 Clause 5.1(xiii)	Financial Solvency : The Bidder must have a minimum financial solvency of Rs 4,00,000/- (Rupees Four Lakh only) if bidding for upto 4 (four) Packages and Rs 10,00,000 (Rupees Ten lakh ony) if bidding for more than 4 (four) Packages	Financial Solvency : The Bidder must have a Positive Net Worth during the financial years 2016-17, 2017-18 and 2018- 19 respectively
7	Section 4 Clause 4.2 (iii)	Financial Credential: The Bidder must have supplied Horticultural plants , of any variety, of an amount not less than Rs 10,00,000 (Rupees ten lakh only) to any State/Central	Financial Credential: The Bidder must have supplied Horticultural plants , of any variety, of an amount not less than Rs 10,00,000 (Rupees ten lakh only) to any State/Central Govt Organisations or State/Central Govt Undertakings or

		Govt Organisations or State/Central Govt Undertakings or Statutory Bodies or local bodies or Parastatals within the financial years 2017-2018 and 2018-2019 respectively.	Statutory Bodies or local bodies or Parastatals within any two financial years during the period from 2017-2018 to 2019-2020.
8	<u>Section 4</u> Clause 4.3(vi)& <u>Section 5</u> <u>Clause 5.1(x)</u>	Income Tax Returns for the Assessment years 2016-17,2017-18 and 2018-19 respectively	Income Tax Returns for 2016-17,2017-18 and 2018-19 Financial years.
9	<u>Section 4</u> Clause 4.3 (viii) & <u>Section 5</u> Clause 5.1 (xii)	Audited Profit & Loss Statements and Balance Sheets for the financial years 2016 -17, 2017 -18, 2018 -19 respectively.	Audited Profit & Loss Statements and Balance Sheets for three financial years 2016-17, 2017-18, 2018-19 respectively. If the Annual Turn-over of the Bidder is less than Rs.1 Crore, then he has to submit Profit & loss Statements and Balance Sheets for said three financial years i.e. 2016-17, 2017 -18 and 2018 19 respectively, certified by a licenced Chartered Accountant.
10	<u>Section 4</u> Clause 4.3(xi)& <u>Section 5</u> Clause 5.1 (xiv)	Positive Net worth Statement as on 31.03.2019 , certified by a licensed Chartered Accountant	Dispensed with.
11	<u>Section 6</u>	Disqualifications	Disqualifications: 6.1(vii) If the bidder/s is/are detected to be involved in Bid rigging or collusive rigging in the form of Bid suppression / Complementary / Bid Rotation / Sub-contracting etc. at any stage of bidding process, then the penal provisions of the Competition Act, 2002(as amended) will be invoked.

			<p>The possible penalties can be up to 10% of the average turnover for the last three preceding financial years upon each of such persons or enterprises which are parties to bid-rigging or collusive bidding. In case the bid-rigging or collusive bidding agreement referred to in sub-section (3) of section 3 has been entered into by a cartel, the Commission may impose upon each producer, seller, distributor, trader or service provider included in that cartel, a penalty of up to 3 times of its profit for each year of the continuance of such agreement or 10% of its turnover for each year of the continuance of such agreement, whichever is higher. The penalty can therefore be severe, and result in heavy financial and other cost on the erring party.</p>
12	<p>Section 7 Clause 7.1(vi)</p>	<p>The Earnest Money of all unsuccessful Bidders will be refunded by the WBSFPHDCL within 30 days from the date of finalization of Tender. In case of successful Bidder, the Earnest Money deposit will be released after 90 days from the date of completion of supply.</p>	<p>The Earnest Money of all unsuccessful Bidders will be refunded by the WBSFPHDCL within 15 days from the date of finalization of Tender. In case of successful Bidder, the Earnest Money deposit will be converted to Performance Guarantee.</p>
13	<p>Section 9 Clause 9.1 (i)& Clause 9.1(iii)</p>	<p>i.The selected bidder for a package will be issued a Letter of Intent and shall have to submit a letter of acceptance within 5 calendar days iii.Within 5 calendar days of the letter of Acceptance, the successful Bidder shall execute an Agreement in the prescribed</p>	<p>The selected Bidder for a package will be issued a Letter of Intent and shall have to submit the Letter of Acceptance and to execute an Agreement in the prescribed format (Annexure VI) with the WBSFPHDCL within 3 calendar days from the date of receipt of the letter of intent.</p>

		format (Annexure VI) with the WBSFPHDCL	
14	Section 9 Clause 9.2 (i)	Performance Guarantee: Within 5 calendar days of the Agreement , the selected Bidder will have to furnish a Performance Guarantee in the form of a Bank Guarantee from any in original , equal to an amount calculated at the rate of 20% (Twenty Percent) of the total value of the successful bid	Performance Guarantee: Within 5 calendar days of the Agreement, the selected Bidder will have to furnish a Performance Guarantee in the form of a Bank Guarantee or Fixed Deposit Certificate, (hypothecated in favour of the Corporation) from any Scheduled Commercial Bank in original equal to an amount calculated at the rate of 5% (Five Percent) of the total value of the successful bid. (barring the amount of Earnest Money Deposit)
15	Section 9 Clause 9.3 (i)	The supply order shall be issued by WBSFPHDCL after signing of the Agreement and receipt of the Performance Guarantee normally within 5 calendar days.	The supply order shall be issued by WBSFPHDCL after signing of the Agreement and receipt of the Performance Guarantee normally within next working day.
16	Section 10 Clause 10.1(xi)	The quality and quantity of the planting materials will be checked by the recipient at the time of delivery and the Bidder shall allow sufficient time to the recipient authority for checking and examination of the same.	The quality and quantity of the planting materials will be checked thoroughly by the recipient at the time of delivery and put their findings with regard to the specifications and quantity of the supplied planting materials in the appropriate Box printed in the Challan. The Bidder shall allow sufficient time to the recipient authority for checking and examination of the same.
17	Section 10 Clause 10.1(xi)	The recipient authority will send the field verification report within 60 days from the date of delivery to the Corporation. In case of any mortality of the planted materials, the actual	Notwithstanding anything contained in the NIT, if it is observed within 30 days from the date of delivery that there is an abnormal mortality of the saplings after planting, for any reason other than maintenance, the same quantity of

		cause of mortality will be ascertained through field verification and the proportionate cost will be deducted from the Suppliers Bill. No extra claim will be entertained for such replacement.	plants shall be replaced within 7(seven) calendar days from the date of communication, on pains of blacklisting.
18	<u>Section 11</u> <u>Clause 11.1</u>	Invoice / Bills, along with original receipted copy of Challan have to be presented to the WBSFP&HDCL, within 10 (ten) working days of completion of supply, upon which 50%(fifty percent) price of the quantity supplied shall be released to the supplier through Direct Benefit Transfer, to the supplier's acknowledged Bank Account.	Invoice/ Bills, along with original receipted copy of Challan, have to be presented to the WBSFP&HDCL within 10(ten) working days of completion of supply, upon which the payment shall be released by the Corporation within next 20 (twenty) working days to the supplier through Direct Benefit Transfer, to the Supplier's acknowledged Bank Account , after deducting penalties, if any, arising due to sub standard supply.
19	<u>Section 11</u> Clause 11.3	The remaining 50% of the Bill shall be released upon receipt of Field Verification Reports, discounting penalties, if any, arising due to the mortality of the planted saplings.	Dispensed with.
20	<u>ANNEXURE IV</u> <u>Undertaking</u>	Value of Stamp paper	Stamp paper shall be of any value equal to or above ₹10/-

S/d
Managing Director
WBSFP&HDCL