



**WEST BENGAL STATE FOOD PROCESSING  
&  
HORTICULTURE DEVELOPMENT CORPORATION LIMITED**  
(A GOVT. OF WEST BENGAL ENTERPRISE)  
**BENFISH TOWER (6<sup>th</sup> Floor)**  
**31, G.N. Block, Sector-V**  
**KOLKATA**

MEMO NO. 41/WBSFPHDCL/1770/2024-25

Date: 01.10.2024

**CORRIGENDUM NOTICE**

**Ref: NIT No. 35/WBSFPHDCL/1770/2024-25 Date: 27.10.2024**

In response to the various queries in pre-bid meeting, the following addendum and corrigendum are being made in the terms and conditions of the NIT  
**REVISION IN TERMS & CONDITION :**

Sl. No.	Clause No. of the above NIT	Existing provision	To be read as
1	<b>Quantity (Approx.)</b>	5511 nos.	5511 nos. The requisite quantity may increase or decrease by 15% depending on the situation.
2	<b>General Terms &amp; Conditions (Testing of Material) 18(i)</b>	To facilitate the purpose, the L1 Bidder has to produce the entire stock in his go-down within seven days from the date of placing the supply order, for random collection of samples by the officials of the Corporation.	To facilitate the purpose, the L1 Bidder has to produce the first lot stock in his go-down within 15 (fifteen) days from the date of placing the supply order for random collection of samples by the officials of the Corporation.
3	<b>General Terms &amp; Conditions- Force Majeure (21)</b>		<p>It is hereby defined as any cause, which is beyond the control of the Bidder or the Corporation, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as</p> <p>a. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.</p> <p>b. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, Government Conspiracy, riot, civil commotion and terrorist area.</p>



			<p>c. Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any Government or de facto authority or ruler , or any other act or failure to act of any local State or National Government authority.</p> <p>d. Strike, Sabotage, lockout, lockdown, curfew, embargo, import restriction, port congestion, lack of usual means of public transportation, logistics and communication, industrial dispute, shipwreck, shortage of power supply, epidemics, pandemic, quarantine and outbreak of plague or other virus</p> <p>e. Earthquake, landslide, volcanic activity, torrential rain, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, pandemic, nuclear and pressure waves or other natural or physical disaster.</p> <p>f. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within thirty days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to</p>
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			<p>the extent that such party's performance is prevented, hindered or delayed.</p> <p>g. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.</p> <p>h. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall :</p> <ul style="list-style-type: none"> <li>• Constitute a default or breach of the contract.</li> <li>• Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</li> </ul>
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Other terms and conditions will remain unchanged.

MANAGING DIRECTOR  
WBSFP&HDCL

*[Signature]* 4.10.2024