



**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. 96/WBSFPDCL/1770/2020-21

Date: 02.07.2020

**CORRIGENDUM NOTICE**

Ref: NIT No. 81/WBSFPDCL/1770/2020-21 dated: 19.06.2020

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 & CONDITION :**

Sl. No.	Clause No. of the above NIT	Existing provision	To be read as
1	<b>Invitation</b>	Online Tenders are hereby invited in 2 bid system from the reputed, experienced and bonafide producers /Authorized distributors/authorized dealers of Seeds having sufficient credential and financial capabilities for supplying following seed to the Ayeshpur Farm, Dist: Nadia	Online Tenders are hereby invited in 2 bid system from the reputed, experienced and bonafide producers /Authorized distributors/authorized dealers of Hybrid Papaya( Red Lady Variety) Seeds having sufficient credential and financial capabilities for supplying following seed to the Ayeshpur Farm, Dist: Nadia
2	<b>Clause 1</b> of Statement of Supply & <b>Clause 11</b> of General Terms & Conditions	<b>Completion period of supply:</b> The Supplier shall undertake to complete the supply within 10 days from the date of placing the supply order.	<b>Completion period of supply:</b> The Supplier shall undertake to complete the supply <b>within 20 calendar days</b> from the date of placing the supply order.
3	<b>Clause 4. ii</b> of Eligibility criteria	<b>Eligibility criteria for participation in the Tender :</b> The prospective Bidder should have credential for supply of hybrid vegetable seeds of any variety of an amount not less than Rs. 25 lakh to any State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals in any year within the last two completed financial years	<b>Eligibility criteria for participation in the Tender :</b> The prospective Bidder should have credential for supply of seeds of any variety of an amount not less than Rs. 25 lakh to any State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals or any reputed organization in any year within the last two completed financial years.
4	<b>Clause 4. iii</b> of Eligibility criteria	The Bidder must have the copy of the Payment Certificate or Work Completion Certificate, as the case may be, issued under the signature of the Competent Authority for supplying the seeds.	The bidder must have Payment Certificate/ Work Completion Certificate, as the case may be issued under the signature of the Competent Authority / Certified by a Licensed C.A. for supplying of seeds
5	<b>Clause 19</b> (i&	i. 20 % of the Bill value will be	The payment will be made within 30

	ii) of General Terms & Conditions	<p>released to the Supplier on submission of Bill in duplicate along with the receipted Challans duly certified by the recipient authority.</p> <p>ii. Balance 80% payment will be made on receipt of the satisfactory field report from the Horticulturist after 45 days from the date of supply</p>	Calendar days from the date of submission of bills along with acknowledged challan
6			<p><b><u>FORCE MAJEURE</u></b></p> <p>It is hereby defined as any cause, which is beyond the control of the Supplier or the WBSFP&amp;HDCL, 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> <ol style="list-style-type: none"> <li>i. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.</li> <li>ii. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.</li> <li>iii. 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.</li> <li>iv. Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck,</li> </ol>

			<p>shortage of power supply epidemics, quarantine and plague.</p> <p>v. Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.</p> <p>vi. 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 fourteen 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 the extent that such party's performance is prevented, hindered or delayed.</p> <p>vii. 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 fulfil its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.</p> <p>viii. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:</p>
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			<ul style="list-style-type: none"> <li>• Constitute a default or breach of the contract.</li> </ul> <p>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.</p>
7			<p>The cost of sample of the Papaya seed (Red Lady variety) to be drawn by the State Seed Testing Officials will be borne by the Corporation. After collection of the seed sample, the packets will be sealed by the Corporation's official since receiving of the germination report from the State Seed Testing Laboratory.</p>
8			<p>The selected Bidder will be issued a letter of intent and he shall have to submit the letter of acceptance and to execute warranty within three calendar days from the date of receipt of the letter of intent.</p>

Other stipulations will remain unchanged.

S/d  
MANAGING DIRECTOR  
WBSFP&HDCL