



**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. 57 /WBSFPHDCL/1770/2021-22

Date: 28.10.2021

NOTICE INVITING E-EXPRESSION OF INTEREST

1. Invitation

E-expression of Interest are hereby invited from the reputed manufacturers/ Suppliers having sufficient technical and financial capabilities supplying Agro Textiles High Density Polyethylene (HDPE) woven Beds for vermiculture to the different Districts in the State of West Bengal.

Sl No	Name of the Item	Specification	Commencement of Supply
1	HDPE Vermibed	1. Size 12' (length) X 4' (width)X 2' (height) with BIS Standard (IS 15907;2010) (Other details of Standard (IS 15907;2010) are enclosed in Annexure-II)	10 days from the date of placing the supply order.

2.Scope of Work

- i. The WBSFPHDCL, hereinafter referred to as the EOI Inviting Authority, seeks offer for supply of HDPE Vermibed from the reputed manufacturers/ Suppliers.
- ii. The successful Bidder has to supply & installation of the above items to the different Districts of West Bengal within the stipulated period as specified in the Supply Order, to be issued on receipt of requisition from the implementing Agencies.

3.Dateand Time Schedule

Sl.No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of N.I.T. and other Documents(Online)	28.10.2021

2.	<i>Documents download start date (Online)</i>	<i>28.10.2021</i>
3.	<i>Bid proposal submission start date (Online)</i>	<i>28.10.2021</i>
5.	<i>Documents download end date(Online)</i>	<i>12.11.2021 up to 4 PM</i>
6.	<i>Bid proposal Submission end date(Online)</i>	<i>11.11.2021 up to 4 P.M.</i>
7.	<i>Date & Time of opening of technical bids(Online)</i>	<i>16.11.2021 at 12PM</i>
9.	<i>Uploading of Technical Bid Evaluation Sheet</i>	<i>To be informed later</i>

4. Eligibility criteria for participation in the Tender

- i. The prospective Bidders must have valid Trade license/ Certificate of Enlistment, PAN, GST Registration Certificate, IT return for any two financial/assessment years within the period from 2018-19 to 2020-21
- ii. Balance Sheet & Profit & Loss Statement of accounts for the last three financial years I.e. 2018-19, 2019-20, 2020-21 respectively.
- iii. The prospective Bidder should have credential for supply of horticultural items of an amount not less than Rs. 5 lakhs to any State/Central Govt. Organization or State/Central Govt. Undertaking or Statutory Body or Local Body or Parastatal in any year within the last three completed financial years.
- iv. 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 said items . The said Certificate should contain the particulars of the items supplied, period of supply and the total value of supply.

5. Mandatory documents requirement

A. For Technical Proposal

The technical proposal shall contain the signed and scanned copies of the following-

- I. EOI Document
- II. Application in Annexure-I
- III. Payment Certificate or Work Completion Certificate as referred in Clause 4 above
- IV. PAN Card
- V. Trade License/ Certificate of Enlistment (Valid as on 31.03.2020)
- VI. Income Tax Return for any two financial/assessment years within the period from 2018 - 19 to 2020-21
- VII. Profit & Loss Statements and Balance sheets for the last three financial years i.e.2018-19,2019-20, 2020-21 respectively.
- VIII. GST Registration Certificate

The requisite documents are to be submitted in the respective folder of the E-Tender portal. Failure in submission of any of the above documents may render the Bidder liable to be rejected.

B. For Financial Proposal

The Financial proposal should contain-

Bill of Quantity (BOQ):- The Bidder is to quote the rate for HDPE Vermibed of each unit (of specified size) of above items online in the space marked in the BOQ.

The participant will be rejected in case it is uploaded in the folder of Technical Bid.

GENERAL TERMS AND CONDITIONS

1. Registration of Bidders

Any Bidder willing to take part in the process of e- Tendering will have to be enrolled and registered with the Government e-Procurement system/ Portal, <http://www.wbtenders.gov.in>. Each Bidder is to obtain a **Digital Signature Certificate** for submission of offers from the approved Service Provider of the National Informatics Centre (NIC).

2. Collection of Bid Documents

The Bidder can search and download EOI Documents electronically from the Government e-Procurement system using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.

3. Submission of E.O.I

EOIs are to be submitted online on the website <http://www.wbtenders.gov.in> in two folders at a time, one in Technical Proposal and the other in Financial Proposal, before the prescribed date and time, using the Digital Signature Certificate. The documents submitted by the Bidder should be properly indexed and self-attested with seal.

4. Responsive Bidders

Prospective applicants are advised to note carefully the minimum qualification criteria before submitting the bids. Conditional/ incomplete bid will not be accepted under any circumstances. Bidders fulfilling all conditions and criteria set forth and qualifying in the Technical Bid as well as making submission of Financial Bid in stipulated manner shall be considered responsive.

5. Quoting the rates in BOQ :

- i.* The intending Bidders are required to quote the rate online. No offline offer will be entertained.
- ii.* Bidders are to quote the rate for each unit to be supplied to the different districts in the State of West Bengal
- iii.* All Bid prices quoted in the BOQ shall be inclusive of all kind of Taxes, Cess, charges including packaging transportation loading, unloading, carrying and delivery up to the Destination.

- iv. The price should be firm, final and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, other components, labor cost etc. and any changes or imposition of statutory levies till the completion of supply as per order.

6. Rate Validity

The rate shall remain effective for one year from the date of acceptance of the E.O.I.

7. Evaluation of EOIs for qualifying in Technical Bid

- i. All Bids will be evaluated and compared on the basis of the submitted documents. The EOI Inviting and Accepting Authority will determine the eligibility of each bidder through a Tender Committee. The bidders shall have to satisfy all the clauses specified in eligibility criteria.
- ii. Technical proposal will be opened first by the Authorized representative of the WBSFPHDCL electronically using Digital Signature Certificate.
- iii. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.

8. Evaluation of EOIs for qualifying in Financial Bid

- i. Financial proposals of only those Bidders declared technically eligible by the EOI Inviting Authority will be opened electronically on the web portal on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be downloaded and read out to the Bidders remaining present at that time and to be handed over to the Tender Committee.
- iii. Pursuant to the scrutiny and decision of the Tender Committee, the summary list of eligible Bidders whose Financial Proposals will be considered will be uploaded in the web portal.
- iv. Lowest quoted rate shall normally be accepted. However, the EOI Inviting Authority reserves the right to accepting a bid other than the lowest on a specific ground to be recorded in writing.
- v. The EOI inviting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all bids without assigning any reason whatsoever.

9. Issue of supply order

The supply order will only be issued after receiving requisition from the implementing Agencies. Normally, the supply order will be issued to the L1 Bidder for supplying the indented quantity of the materials.

10 Right to accept any bid and/ or to reject any or all bids

The Corporation reserves the right to accept or reject any or all bids and to annul the process and all bids prior to issue supply order, without thereby, incurring any liability to the affected Bidder or Bidders or any liability to inform the Bidder of the ground

11. Grounds for Disqualification

- i. During scrutiny or at any stage of bidding process or even after issuance of supply order, if it comes to the notice of the EOI Inviting Authority that the Bidder has wilfully made any misleading or false representation in the documents/ statements and attachments submitted as the proof of the qualification requirements
- ii. If the Bidder fails to complete the supply within the period stipulated in the supply order due to his own fault/ inconvenience

Then in both the cases, the Corporation shall reserve the right to cancel the supply order and debar the supplier from participating in any Tender to be invited by the Corporation in the next three years.

12. Disputes

In the event of any question/dispute or difference arising between WBSFP&HDCL and the Landscape Development Agency on any matter covered by these Terms & Conditions or arising directly or indirectly there from or connected with these Terms & Conditions in any manner, the matter shall be sorted out between the Managing Director, WBSFP&HDCL and the operator and in the case of non-resolution of dispute the matter shall be referred to the ACS/Pr Secretary/Secretary of the Department of Food Processing Industries and Horticulture. When at this level the dispute is not resolved, the dispute would be referred to a sole Arbitrator appointed jointly by the two parties and his award shall be final.

The High Court of Kolkata alone shall have jurisdiction to adjudicate thereon.

The place of Arbitration will be Kolkata and the language shall be English
The award of the Arbitrator shall be binding on both the parties.

13. Negotiations

It is clarified that normally no rate negotiation will be done and therefore the Bidders should quote their lowest prices only, however, the Corporation may negotiate the rates with the L1 Bidder in exigencies. if required to do so.

14. Payment of Bill

The Selected Bidder shall receive payments on back to back basis i.e., WBSFP&HDCL will pay to be supplier only after receiving of payments from concerned Government Departments/ Authority. The Corporation will not take any responsibility for payment until it has received payment from the concerned Govt. Departments/ Authority. No interest can be claimed by the Agency for any delay of receiving payment from Indenting Authority


Managing Director

Annexure -I

Application for participation in Technical bid

To,
The Managing Director
WBSFP&HDCL
Benfish Tower (6th floor)
31, G.N, Salt Lake
Kolkata- 700091

Sub: E-Expression of Interest for Supply of HDPE Vermibed
Ref. No. 57/WBSFPHDCL/1770/2021-22 Date: 28.10.2021

Sir/Madam,

Having examined the terms & conditions of the above EOI, I do hereby submit the following information and relevant documents for furtherance of my proposal for participation in the tender –

Eligibility Particulars

Sl.No.	Particulars	Details thereof
1.	Name of the Bidder	
2.	a) Full Office address	
	b) E-Mail I.D.	
	c) Mobile No.	
3.	Name of the contact person with Mobile Number	
4.	Documents to be submitted by the Bidder (Scanned copies to be uploaded)	Whether uploaded (Yes / No)
	a. EOI documents	
	b. Payment certificate/ work completion certificate	
	c. PAN Card	
	d. Trade License/ Certificate of Enlistment	Valid up to-
	e. Income Tax Return for any two financial years within the period from 2018 – 19 to 2020-21	
	h. GST Registration Certificate	
	i Audited Accounts for the years 2018-19 to 2020-21	
5	Any other points considered to furnish	

UNDERTAKING

- i. I undertake that all of the above information and documents furnished against the prescribed columns are true to the best of my knowledge and belief.
- ii. I have also gone through all the terms & conditions meticulously and I undertake to comply with same sacrosanctly.
- iii. The rate quoted by me will be valid and binding upon me for the entire period as stipulated in the EOI.
- iv. If I fail to complete the supply within the period stipulated in the supply order due to my own fault/ inconvenience, the Corporation shall reserve the right to forfeit the Earnest Money deposited by me in this regard and also debar me from participation in the Tender process of the Corporation for the following 3(three) consecutive years.
- v. I shall maintain the specifications of the materials as per NIT and shall replace the sub-standard materials at my own cost .
- vi. I undertake that, I will not claim any payment from the WBSFPHDCL till the payment is received from the Requisitioning Authority by the WBSFPHDCL against the supply of materials to the concerned Authority by the undersigned.
- vi. I undertake that I have not been debarred/ delisted by any State/Central Government Organization or State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals during the last three consecutive years up to the last date of submission of Tender.

Date:

Signature of the Applicant

Place:

Indian Standard

AGRO TEXTILES — HIGH DENSITY POLYETHYLENE
(HDPE) WOVEN BEDS FOR VERMICULTURE —
SPECIFICATION

1 SCOPE

This standard prescribes constructional and other requirements for high density polyethylene (HDPE) woven beds for vermiculture used in producing compost for agricultural purposes.

2 REFERENCES

The standards listed in Annex A contain provisions which through reference in this text, constitute provision of this standard. At the time of publication, the editions indicated were valid. All standards are subject to revision and parties to agreements based on this standard are encouraged to investigate the possibility of applying the most recent editions of the standards indicated in Annex A.

3 TERMINOLOGY

For the purpose of this standard the following definitions shall apply.

3.1 Vermicompost — It is well decomposed stable, fine granular byproduct from composting process mediated through the activities of earthworm.

3.2 Vermiculture — The process of producing vermicompost is called vermiculture. The earth worm gives excreta fast, after eating any kind of decayed decomposed organic material. Hence, the crop/plants can get the additional nutrients from vermicompost. *Eisena foetida* worm may be used in the process.

3.3 Vermiwash — The liquid collected at the drain of the bed is called vermiwash. This liquid consists of different micro-nutrients vitamins and digestive elements. Earthworm excretes a sticky liquid from its glandor. This contains *Colamic pyulite* and antifungal liquid.

4 MATERIALS

4.1 HDPE Tapes

Tapes shall be manufactured from HDPE granules (see IS 6192), which shall be UV stabilized by adding suitable UV stabilizer (see Note). The finished bed shall meet the requirements of UV stability and colour fastness to light as given in Table 1. The width of the tape used in the fabric shall be 1.20 mm minimum and

linear density of the tape shall be 88.8 Tex (800 Denier) minimum.

NOTE — Carbon black or black master batch shall not be used for UV stabilization.

4.2 HDPE Fabric

Beds shall be manufactured by using suitable HDPE woven fabric (see IS 6899) so that finished bed meets the requirements given in Table 1 and 5.1 to 5.3.

4.3 Lamination

4.3.1 The fabric shall be laminated with the low density polyethylene (LDPE) or suitable combination of LDPE and linear low density polyethylene (LLDPE) melt of coating grade on each side having thickness not less than 25 microns and the coating shall be suitably UV stabilized by incorporating UV stabilizer (see Note under 4.1). The coating film along with colour master batch to get the desired shade shall be such that the finished bed meets the requirements of UV stability and colour fastness to light as given in Table 1.

4.3.2 A 7-layer laminated fabric is produced using a combination of 3-layers of HDPE fabric and 4-layers of coating film. The layers of HDPE fabric used to manufacture beds shall be joined by sandwich lamination. The lamination as given above shall be such that the finished bed meets the requirements given in Table 1. The minimum coating thickness of the sandwich lamination shall be 40 μ .

4.4 Cord Beading

A jute/sisal rope beading of minimum 6.0 mm diameter shall be provided along the top periphery of the bed for reinforcement.

5 MANUFACTURE

5.1 General design of the bed shall be as shown in Fig. 1.

5.2 Construction

5.2.1 The bed shall be constructed by heat sealing laminated pieces of woven fabric of the desired dimensions. The panels shall be flat (overlap) joined. The top edges of the bed shall be hemmed by heat

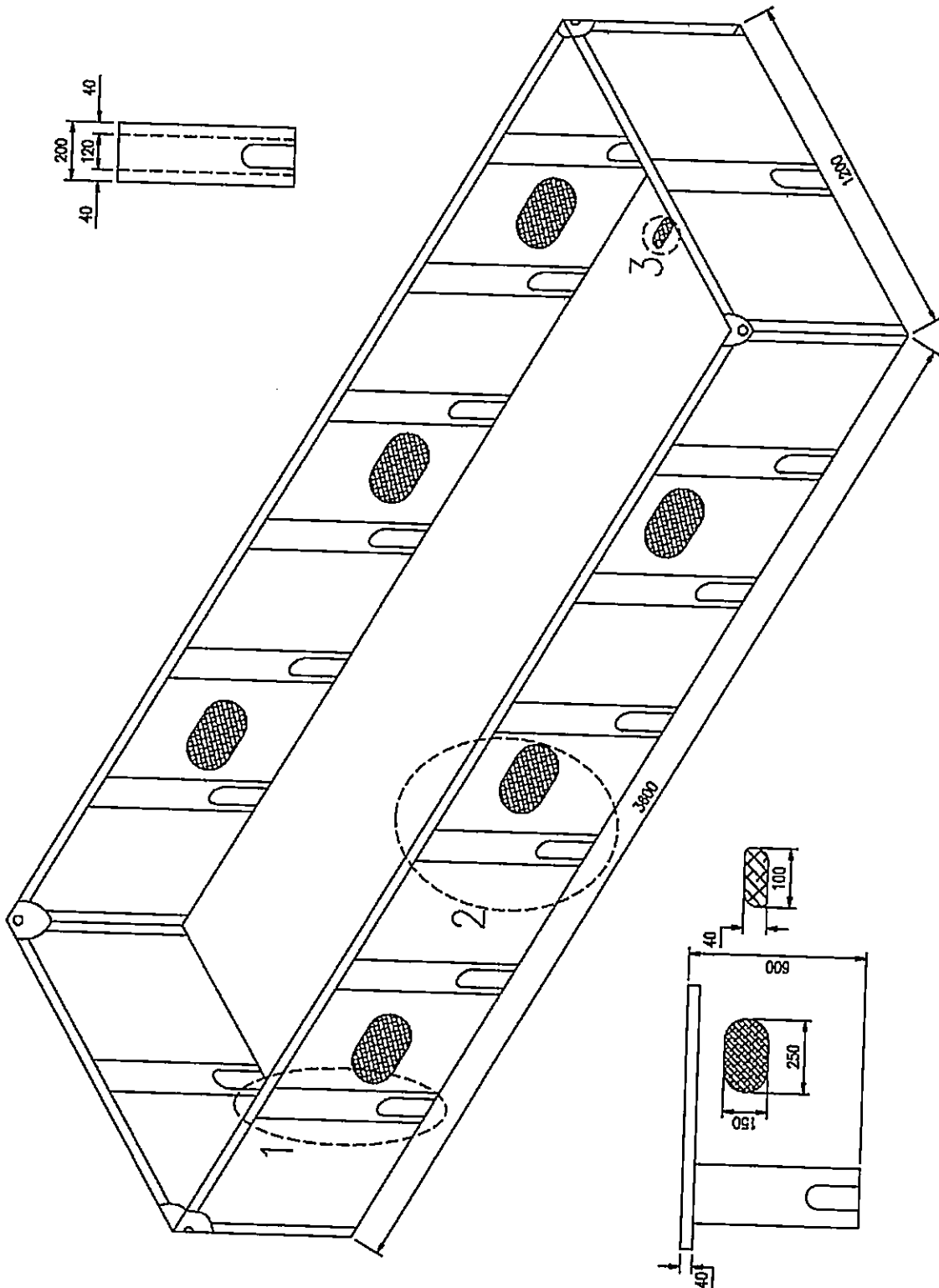


FIG. 1 TYPICAL SHAPE OF A VERMIBED

sealing along with a jute/sisal rope of 6 mm diameter placed inside the hem as reinforcement. The width of the hem shall be minimum 40 mm. Three net windows of size 260 mm × 150 mm each shall be provided on both sides of the bed along the length for ventilation. These windows shall be made of polyethylene nets and shall be heat sealed at equidistance along the periphery of the bed as shown in Fig. 1. An outlet of 40 mm × 100 mm at the bottom in one corner shall also be provided for draining out the liquor produced during the process of composting. This outlet shall be covered by polyethylene nets and shall be heat sealed.

5.2.2 Fourteen support pockets for inserting pegs shall also be provided along the periphery of the bed and running across the full height of the bed as shown in Fig. 1. A piece of laminated woven fabric is heat-sealed at the intersection of front/back and bottom panels whereas the other three sides of the fabric for pockets are heat-sealed with the base fabric thus giving the shape of a pocket. The upper end of the pocket thus formed shall be heat-sealed while forming the hemming at the top edge of the bed (see 5.2.1) whereas at the bottom end, a hole of suitable diameter shall be created for inserting wooden pegs having a diameter of 40 mm. The pockets shall have a finished width of 120 mm. The wooden pegs shall be strong enough to provide an erected structure and perform the desired function.

5.3 Bonding

If two or more pieces of fabrics are used for the manufacture of bed, the woven fabrics shall be bonded together by a suitable heat sealing process keeping an overlap of at least 2.5 cm.

6 REQUIREMENTS

The laminated HDPE fabric used to manufacture bed shall meet the requirements as given in Table 1. Besides the bed shall meet the requirements stated in 5.1 to 5.3.

6.1 Dimensions and Mass

The bed shall be made to the shade and dimensions as specified in the contract or order. The following tolerance shall be permissible for length, width and mass (g/m^2):

Dimension	Tolerance, Percent
Length	± 1
Width	± 1
Mass (g/m^2)	± 6 percent on declared mass subject to minimum mass of $340 \text{ g}/\text{m}^2$

However, the preferred dimensions of the bed shall be 3 600 mm (L) × 1 200 mm (W) × 600 mm (H).

6.2 Water Proofness

6.2.1 The fabric and joints of the bed shall be tested before and after ageing for water repellency by cone test according to IS 7941 and for resistance to water penetration by the pressure head test according to IS 7940 keeping the height of water column as 900 mm and the time of exposure being 1 h. The test specimen shall be so selected that at least one joint is covered. There shall be no leakage when tested by cone test and does not leak through the bed when tested for resistance to water penetration by the pressure head test from any test specimen.

6.2.2 The ageing shall be done at 70°C for 168 h as per the method given in IS 7016 (Part 8).

7 MARKING

7.1 Each bed shall be legibly marked with the following information at one corner on one side either with tag or by printing on it with the ink:

- Name and address of the manufacturer,
- Dimensions and mass (g/m^2), and
- Year of manufacture.

7.2 BIS Certification Marking

The beds may also be marked with the Standard Mark.

7.2.1 The use of the Standard Mark is governed by the provisions of the *Bureau of Indian Standards Act, 1986* and Rules and Regulations made thereunder. The details of the conditions under which a license for the use of Standard Mark may be granted to manufacturers or producers may be obtained from the Bureau of Indian Standards.

8 PACKING

The beds shall be packed as agreed to between the buyer and the seller.

9 SAMPLING

9.1 Lot

The quantity of bed of same size and mass (g/m^2) manufactured under similar conditions and delivered to a buyer against one dispatch note shall constitute a lot.

9.2 Unless otherwise agreed to between the buyer and the seller, the number of beds to be selected at random from a lot shall be as given in col 3 of Table 2.

10 NUMBER OF TEST SPECIMENS AND CRITERIA FOR CONFORMITY

Number of test specimens and criteria for conformity shall be as given in Table 3.

Table 1 Requirements of Beds Made from HDPE Woven Fabrics
(Clauses 4.1, 4.2, 4.3.1, 4.3.2 and 6)

Sl No. (1)	Characteristic (2)	Requirements (3)	Method of Test, Ref to (4)
i)	Mass, g/m ² , <i>Min</i>	340 (see 6.1)	
ii)	Breaking strength before UV exposure, N, <i>Min</i>	1 900 (Warp) 1 300 (Weft) }	IS 1964 IS 1969
iii)	Elongation at break, percent	20 ± 5	IS 1969
iv)	Retention of breaking strength after UV exposure, N, <i>Min</i>	85 percent of original actual value (fabric)	Annex B and IS 1969
v)	Welded seam strength before UV exposure, N, <i>Min</i>	65 percent of original actual value (fabric)	IS 1969
vi)	Welded seam strength after UV exposure, N, <i>Min</i>	85 percent of original actual value	Annex B and IS 1969
vii)	Tear strength, N, <i>Min</i>	100 (Warp) 100 (Weft) }	Method A2 of IS 7016 (Part 3)
viii)	Puncture strength, N, <i>Min</i>	325	Annex C
ix)	Environmental stress cracking test	There shall be no evidence of stress cracking	Annex D
x)	Resistance to chemicals, change in the mass, percent, <i>Max</i>	0.1 percent	Annex E
xi)	Colour fastness to artificial light ^a	4 or better	
xii)	Bursting pressure, kgf/cm ² , <i>Min</i>	35	IS 2454 (Xenon lamp method) IS 1966

^a Applicable for coloured beds only.

Table 2 Scale of Sampling
(Clause 9.2)

Sl No. (1)	No. of Beds in Lot (2)	Sample Size (3)	Sub-sample Size (4)	Permissible No. of Defective Beds (5)
i)	Up to 50	3	2	0
ii)	51-150	5	2	0
iii)	151-300	8	3	1
iv)	301-500	13	5	2
v)	501 and above	20	5	3

Table 3 Number of Test Specimens and Criteria for Conformity
(Clause 10)

Sl No. (1)	Characteristic (2)	No. of Beds/Test Specimens (3)	Criteria for Conformity (4)
i)	Dimensions, average mass (g/m ²), manufacture and material	According to col 3 of Table 2	The defective beds do not exceed the corresponding number given in col 5 of Table 2
ii)	Water proofness	According to col 4 of Table 2	All the test specimens shall pass the test
iii)	All other requirements	According to col 4 of Table 2	The test specimens shall meet the requirements as given in Table 1

Annexure- 3 – Draft Form of Agreement

This Agreement is made on this Day of Between
The Managing Director, West Bengal State Food Processing & Horticulture Development Corporation Limited, BENFISH TOWER (6th Floor), 31, G.N. Block, Sector-V, Kolkata-700091 as the 1st Party (hereinafter called the Corporation), which include its successors and

..... (Name of the Agency) the 2nd party (hereinafter called as Vendor), which includes its Successors, for purchasing of different saplings and Agri-Inputs and Structure for protected cultivation with irrigation facilities & other associated items by the 1st Party from the 2nd Party as per requirement of the 1st Party.

Now, this Agreement is made on the following terms and conditions as stated below by and between the 1st Party and the 2nd Party.

1. The 1st Party would place necessary orders from time to time on the 2nd Party on the basis of estimated requirements / order received from different customers/authorities/indenting authorities.
2. That the 2nd Party would offer their price for various saplings to the 1st Party from time to time.
3. The 2nd Party on receipt of the order will execute the indent and the supply would be made by the 2nd Party at the respective destinations stated by the 1st Party in its order. In case the saplings and inputs and Structure for protected cultivation with irrigation facilities & other associated items are rejected for any reason, what-so-ever by the indenting authority, then the 2nd Party is liable to replace the entire quantity.
4. The 2nd Party would make necessary arrangement for inspection of saplings, inputs and Structure for protected cultivation with irrigation facilities & other associated items by the 1st party or its representatives either before or after the delivery .
5. That the 2nd Party would make necessary suitable packaging with standard good density polythene packet as per order of the indenting authority.
6. That the 2nd Party would make necessary delivery of the saplings and Structure for protected cultivation with irrigation facilities & other associated items at the locations and to authorities/agencies as indicated by the 1st Party.
7. That the transportation and handling charges will be borne by the 2nd Party i.e. F.O.R. at the destination point to be specified by the indenting authority.
8. The 2nd Party, on execution of supply on written advice of the 1st Party would submit its bill in duplicate along with challans, signed by the indenting authority or its representative to the office of the 1st Party at WBSFPHDCL.
9. Where ever the 1st Party sells the saplings/inputs/ Structure for protected cultivation with irrigation facilities & other associated items of the 2nd Party, the 1st Party would make necessary payment to the 2nd Party against their supply on receipt of payment from the indenting authority i.e. payment to the 2nd Party to be made on back-to-back basis.
10. The second party shall receive payments on back to back basis i.e., WBSFPHDCL will pay to be second party only after receiving of payments from concerned Government Departments/ Authority against the requisition. The Corporation will not take any responsibility for payment until non-receipt of payment from the concerned Govt. Departments/ Authority. No interest can be claimed by the 2nd party for any delay of receiving payment from Indenting Authority.

11. That if the indenting authority imposes any penalty on the 1st party for non-supply of saplings and inputs within the stipulated period of time, or for supply of saplings and inputs of inferior quality and other reasons whatsoever, with regard to the saplings of the 2nd Party, the 2nd Party would be liable to compensate the same to the 1st Party (to the extent of the loss incurred and/or penalty imposed by the indenting authority).
12. The 2nd Party would replace the damaged quantity of the saplings & inputs, if those are rejected by the indenting authority.
14. In case of discrepancies arising out of this Agreement, only Calcutta High Court shall *have the jurisdiction for settlement of the disputed matter.
13. That this Agreement shall remain valid for a period of two years from the date of execution of the Agreement.
14. If 1st Party and 2nd Party agree to continue the business with each other after successful completion of 2ND year of agreement, the agreement may be renewed and revalidated for a further period, if both parties mutually agree.
15. The other responsibilities of the Second Party are as follows:
 - a. Transportation, loading, sorting, unloading and delivery to the headquarters of the respective destination without damaging the Vermibed. Any transit losses will have to be borne by the Supplier.
 - b. The material to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage without any damage and as per the specification mentioned.
 - c. The supplied Vermibed which do not conform to the specifications shall be rejected and the Supplier shall have no right to claim payment for the same.
16. In the event of any question/dispute or difference arising between WBSFP&HDCL and the 2nd party on any matter covered by these Terms & Conditions or arising directly or indirectly therefrom or connected with these Terms & Conditions in any manner, the matter shall be sorted out between the Managing Director, WBSFP&HDCL and the 2nd party and in the case of non-resolution of dispute the matter shall be referred to the ACS/Pr Secretary/Secretary of the Department of Food Processing Industries and Horticulture, Govt. of West Bengal. When at that level the dispute is not resolved, the dispute would be resolved by the sole Arbitrator appointed jointly by the two parties and his award shall be final. The High Court of Calcutta alone shall have jurisdiction to adjudicate thereon.
17. The place of Arbitration will be Kolkata and the language shall be English
18. That this Agreement can be terminated by either of the parties by giving 90 (Ninety) days' notice in advance to the other side.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS BEFORE WITNESSES.

For

For.....

(2nd Party)
Witnesses :

(1st Party)
Witnesses :