



GOVERNMENT OF WEST BENGAL
OFFICE OF THE MEDICAL SUPERINTENDENT CUM VICE PRINCIPAL
PURULIA GOVERNMENT MEDICAL COLLEGE & HOSPITAL
Main Road, P.O & P.S.-: Purulia, PIN: 723 101
pgmchmsvp@gmail.com

Memo No- 732

Date- 20/06/2020

Notice for Disposal of Condemned Goods

As per the provisions of the guidelines issued vide memo no HF/O/TDE/906/SS-63/12 dated 24/8/2012, the undersigned is directed to notify that a number of unserviceable goods as directed condemned by the board, as mentioned in annexure - I of the bid document are to be disposed of by sale to the Highest Bidder "as is where is basis" and on "cash & carry" basis after inviting sealed bid.

In view of the above, the undersigned invites bid in sealed cover from interested parties / firms for sale of such items in prescribed Bid Application Form mentioned in annexure - II subject to the terms & conditions given in enclosure-I of Annexure-II.

Items, catalogued in Annexure-I, may be inspected on and from the date specified below in consultation with the undersigned.

All interested parties who wish to participate shall be required to deposit Rs.25,000/- (Rupees Twenty Five Thousand) only as security deposit in the shape of Demand Draft payable in favour of "PURULIA GOVERNMENT MEDICAL COLLEGE & HOSPITAL PURULIA ROGI KALYAN SAMITI" (A/C. NO: 0198012640653) issued from any nationalized bank / scheduled bank in India and payable in Purulia along with the bid to the undersigned within the date specified below.

Bid shall be opened on the date specified below in the office of the undersigned in presence of the bidders.

The authority / undersigned reserves the right to accept or reject any / all bid, including highest bid without showing any reason whatsoever.

PARTICULARS	SCHEDULE
Downloading the tender documents free of cost from the website : www.wbhealth.gov.in or http://www.pgmch.edu.in/	On and from 24-06-2020
Date of Inspection	25-06-20 to 04-07-20 (during 11 a.m. to 4 p.m.)
Last Date of submission of Tender Documents	06-07-2020 (upto 2 p.m.)
Opening of Tender (Technical & Financial)	06-07-2020 at 4 p.m. in the office chamber of the undersigned in presence of the Bidders.
Issuance of Sale Order and removal of condemned articles	08-07-2020 onwards and removal of condemned articles within 7 days from issue of sale order after depositing the bid value.

Sir 20/06/2020
Medical Superintendent cum-Vice Principal
Purulia Government Medical College & Hospital,
Purulia

M.S.V.P.
Purulia Government Medical College & Hospital
Date _____
Place _____

Memo No.

Copy forwarded for information & necessary action to :

1. Sri Shantiram Mahato , Honorable MIC, Paschimanchal Unnayan Parishad and Chairperson, R.K.S of P.G.M.C.H., Purulia.
2. The Sabhadhipati, Purulia Zilla Parishad, Purulia.
3. The Director of Medical Education & ex-officio Secretary, Department of H & FW Swasthya Bhavan, Salt Lake City, Kolkata-91
4. The Special Secretary (MERT) Dept. of Health & FW, Govt of West Bengal, GN-29,, Salt Lake City, Kolkata-91.
5. The Principal, P.G.M.C.H Purulia
6. The District Magistrate, Purulia.
7. The Deputy Secretary (D&E), Swasthya Bhavan, Salt Lake City, Kolkata-91
8. The DDHS (E&S), Central Medical Store, Sealdah, Kolkata-14.
9. The CMOH, Purulia
10. The District Information & Cultural Officer, Purulia with request for publishing in one each (two languages) daily news papers.
11. Officer in charge - NIC, Purulia with request to upload in NIC web portal.
12. The Deputy Superintendent, P.G.M.C.H, Purulia.
13. The Accounts Officer, P.G.M.C.H Purulia.
14. The all concerned members of Condemnation and Record Disposal Committee, P.G.M.C.H., Purulia.
15. IT Cell, Dept. of Health & Family Welfare, Swasthya Bhavan, Kol- 91 with request to upload in the official website of the department (www.wbhealth.gov.in)
16. The DSM & IT Manager, Purulia District for uploading in district health website
17. P.G.M.C.H Website
18. Notice Board of this hospital / Guard File..

Medical Superintendent cum-Vice Principal
Purulia Government Medical College & Hospital,
Purulia

ANNEXURE-I :

CATALOGUE OF ITEMS TO BE DISPOSED

List of items to be sold as per piece

THE LIST OF EQUIPMENT/ARTICLES FOR CONDEMNATION OF D.M PURULIA GOVT.MEDICAL COLLEGE & HOSPITAL,PURULIA FOR YEAR 2020-2021					
Item No	Particulars of goods	Quantity	Space/ location of goods	Floor / Reserve Price/Item (RS.) Recommended	Remarks(if any)
1	ALMIRAH IRON	21	PGMCH CAMPUS	1200	
2	AMBU BAG	9	PGMCH CAMPUS	10	
3	AMPUL E CUTTER	1	PGMCH CAMPUS	10	
4	AMPUTATION APARATUS	1	PGMCH CAMPUS	50	
5	BAB COCK	4	PGMCH CAMPUS	100	
6	BABY COT	7	PGMCH CAMPUS	150	
7	BACK REST	4	PGMCH CAMPUS	30	
8	BIG RANGE	12	PGMCH CAMPUS	150	
9	BED PAN	4	PGMCH CAMPUS	10	
10	BIG PLASTIC TOB(BOWL)	1	PGMCH CAMPUS	20	
11	BLACK BOARD	1	PGMCH CAMPUS	30	
12	BONE CHISSEL	4	PGMCH CAMPUS	250	
13	BP APPARATUS(MACHINE)	119	PGMCH CAMPUS	20	
14	CALCULATOR	2	PGMCH CAMPUS	10	
15	CASSET X-RAY ALL SIZE	45	PGMCH CAMPUS	100	
16	CHARGER LIGHT	2	PGMCH CAMPUS	50	
17	COLD BOX	4	PGMCH CAMPUS	50	
18	CORD CLAMP	7	PGMCH CAMPUS	10	
19	CUSCO SPECULUM	3	PGMCH CAMPUS	60	
20	DEGCHI (ALUMINUM)	3	PGMCH CAMPUS	150	
21	DENTAL DEVELOPING BOX	1	PGMCH CAMPUS	70	
22	DIALATOR	4	PGMCH CAMPUS	25	
23	DRESSING DRUM	108	PGMCH CAMPUS	40	
24	E SR STAND	3	PGMCH CAMPUS	40	
25	EX.BOARD WITH COIL	5	PGMCH CAMPUS	20	
26	EXAMINATION TABLE	1	PGMCH CAMPUS	250	
27	FB HOOK	4	PGMCH CAMPUS	25	
28	FIBER CHAIR	1	PGMCH CAMPUS	50	
29	FISCTULA KNIFE	1	PGMCH CAMPUS	20	
30	FOOT STEP	5	PGMCH CAMPUS	100	
31	FOOT SWITCHAND	1	PGMCH CAMPUS	100	
32	FORCEPS ARTERY	290	PGMCH CAMPUS	20	
33	FUMIGATER	1	PGMCH CAMPUS	180	
34	FUNNEL	52	PGMCH CAMPUS	30	
35	GARBAGE TROLLEY	11	PGMCH CAMPUS	813	

36	GIGGLING SAW	2	PGMCH CAMPUS	60	
37	GLUCOMETER	38	PGMCH CAMPUS	10	
38	HEAD HAMMER	1	PGMCH CAMPUS	10	
39	HOSE PIPE	10	PGMCH CAMPUS	10	
40	HUMAN ACUPUNCTURE CYLINDER	1	PGMCH CAMPUS	150	
41	HANGER(FILM)ALL SIZE	40	PGMCH CAMPUS	10	
42	I R LAMP	1	PGMCH CAMPUS	50	
43	I V STAND	32	PGMCH CAMPUS	50	
44	IRON BENCH	2	PGMCH CAMPUS	250	
45	IRON COT	65	PGMCH CAMPUS	400	
46	IRON LOCKER	17	PGMCH CAMPUS	100	
47	IRON RACK	8	PGMCH CAMPUS	250	
48	IRON TOOL	18	PGMCH CAMPUS	100	
49	KIDNEY TRAY	10	PGMCH CAMPUS	10	
50	LARYNGOSCOPE	10	PGMCH CAMPUS	20	
51	LOCK WITH KEY	20	PGMCH CAMPUS	10	
52	MATTRESS	135	PGMCH CAMPUS	50	
53	MOX CONNECTOR	8	PGMCH CAMPUS	220	
54	MUSCLE STIMULATOR	1	PGMCH CAMPUS	50	
55	NEEDLE CUTTER	22	PGMCH CAMPUS	20	
56	NEEDLE HOLDER	40	PGMCH CAMPUS	20	
57	O2 ADJUSTER	59	PGMCH CAMPUS	10	
58	O2 HOOD.	6	PGMCH CAMPUS	20	
59	O2 KEY	7	PGMCH CAMPUS	10	
60	O2 STAND	15	PGMCH CAMPUS	40	
61	OLD GAS OVEN	1	PGMCH CAMPUS	180	
62	PATIENTS TROLLEY	17	PGMCH CAMPUS	200	
63	PILLOW	9	PGMCH CAMPUS	20	
64	PILLOW COVER	30	PGMCH CAMPUS	10	
65	PLASTIC BOWL	19	PGMCH CAMPUS	10	
66	PLASTIC BUCKET	52	PGMCH CAMPUS	10	
67	PROBE	11	PGMCH CAMPUS	20	
68	PROCTOSCOPE	2	PGMCH CAMPUS	40	
69	PULSE OXYMETER	2	PGMCH CAMPUS	180	
70	REFRIGERATOR	2	PGMCH CAMPUS	1200	
71	RETRACTER	7	PGMCH CAMPUS	20	
72	REVOLVING CHAIR	2	PGMCH CAMPUS	150	
73	SAFE LIGHT	2	PGMCH CAMPUS	40	
74	SCISSORS	81	PGMCH CAMPUS	10	
75	SCREEN	3	PGMCH CAMPUS	1155	
76	SET BATTERY	1	PGMCH CAMPUS	10	
77	SIMS'S SPECULUM	11	PGMCH CAMPUS	30	
78	SMALL / BIG STEEL BOWL	2	PGMCH CAMPUS	20	
79	STAND FAN	3	PGMCH CAMPUS	1200	
80	STEEL BENCH	1	PGMCH CAMPUS	150	
81	STEEL CHAIR	5	PGMCH CAMPUS	150	
82	STEEL TRAY	27	PGMCH CAMPUS	70	
83	STETHOSCOPE	23	PGMCH CAMPUS	20	
84	STERILIZER	11	PGMCH CAMPUS	120	
85	SUCCER MACHINE	2	PGMCH CAMPUS	750	

86	TABLE FAN	1	PGMCH CAMPUS	600	
87	TABLE GLASS	1	PGMCH CAMPUS	50	
88	TABLE LAMP	1	PGMCH CAMPUS	60	
89	THERMOMETER	35	PGMCH CAMPUS	10	
90	TIN CUTTER	15	PGMCH CAMPUS	10	
91	TORCH	2	PGMCH CAMPUS	10	
92	TOUNGE SPATULA	2	PGMCH CAMPUS	10	
93	TOWEL CLIP	20	PGMCH CAMPUS	10	
94	TRUNK(9 LITER)	1	PGMCH CAMPUS	100	
95	TUBE STAND	1	PGMCH CAMPUS	30	
96	USG TRMSDUCEK	1	PGMCH CAMPUS	50	
97	UTERINE STAND	1	PGMCH CAMPUS	30	
98	VACCINE CARRIER	80	PGMCH CAMPUS	100	
99	VEIN FIINDER	1	PGMCH CAMPUS	20	
100	WALL CLOCK	5	PGMCH CAMPUS	20	
101	WAX BATH	1	PGMCH CAMPUS	150	
102	WEIGHT MACHINE	54	PGMCH CAMPUS	30	
103	WHEEL CHAIR	6	PGMCH CAMPUS	500	
104	WOLF BOTTLE	34	PGMCH CAMPUS	50	
105	WOODEN BENCH	1	PGMCH CAMPUS	100	
106	WOODEN CHAIR	29	PGMCH CAMPUS	150	
107	WOODEN LOCKER	6	PGMCH CAMPUS	100	
108	WOODEN TABLE	4	PGMCH CAMPUS	520	
109	WOODEN TOOL	11	PGMCH CAMPUS	140	
Total Ammount				Rs-	154008

Total Floor Reserve price as decided by the Condemnation and Disposal Board Committee of P.G.M.C.H ., Purulia is **Rs.1,54,008/- Rupees One Lakh fifty four thousand eight only** (excluding G.S.T.). Bidders are to quote above this price and the qualified highest bidder will be selected.

ANNEXURE-II: MODEL BID APPLICATION FORM
(To be issued on the letterhead of the Agency)

To
...(The Head of Office)..

Sub: ~~Sale of DISPOSAL OF CONDEMNED GOODS IN TERMS OF NO.~~ DATED

Sir,

I hereby certify that I have gone through the terms and condition mentioned in Enclosure-I and undertake to comply with them.

I, the undersigned of behalf of the firm particulars given below in Enclosure II would like to participate in the bid with reference to above.

The rates quoted by me in Enclosure III are valid and binding upon me for the entire period of contract.

The Security Deposit to be deposited by me has been enclosed herewith with following particulars:

Demand Draft No: Dated:

Amount: Rs. (Rupees(in words)

Drawn on bank: Branch: In favour of THE Seller mentioned above.

I give the rights to THE Seller to forfeit the Security money deposited by me/us if any delay occur on my/agent's part or fail to lift the articles within the stipulated period.

I hereby undertake to take charge of the items as per direction given in the bid document/lifting order within stipulated period.

I shall be vacating any space that may be provided to me by the head of the office to carry cut the job or otherwise.

Enclosed: Enclosure I: Terms & Condition

Enclosure II: Particulars of the Firm

Enclosure III: Price Bid Format

Enclosure IV: Model format for Agreement with the Buyer

Date:

Place:

Signature of the Bidder

Designation

Company seal

Enclosure I: Model Terms & Condition

(1) General Clause:

(a) Goods shall be sold 'as is where is' basis. Bids shall be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection or otherwise.

~~(a) No error, omission or misstatement or mis-description or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the bidder and no claim for compensation or otherwise be entertained by THE Seller.~~

(b) Further, THE Seller shall take it for granted that the bidders have fully read and understood the language, spirit and objective in these "terms and conditions of sale" of the materials before making any bid and that there does not exist any ambiguity whatsoever in the expressions.

(c) Bidders bidding for the goods sold shall be deemed to have taken into account and made due allowance for the cost of handling, loading or other expenses (including dismantling if permitted by THE Seller).

(d) The bidder should not obstruct or harm any patients admitted in the hospital or has come to receive service from the hospital in any kind or disrupt the normal activities of the establishment concerned while inspecting the goods as well as while executing their work.

(e) The employees of the establishment concerned and their family members are not eligible to take part in the bid process.

(2) Inspection

(a) The bidders are requested to inspect the items ready for disposal for their satisfaction as per the dates/times specified.

(b) Intending bidders shall be allowed to inspect the goods as mentioned in the notice for sale prior to the sale by arrangement with THE Seller.

(3) Bid Validity Period:

(a) The bid submitted should be valid for 180 days from the date of completion of the bidding process.

(b) If the number of bid received is not sufficient, the date of opening may be extended by the Board.

(c) The decision for the acceptance/rejection of the rates offered by the bidders shall be communicated by the Board through lot confirmation letter, e-mail or any other mode felt necessary. The bidder shall then be required to make payments as stipulated.

(4) Rights & Privileges:

(a) All lots shall be sold subject to approval by the Board.

(b) The Board reserves to itself the right without assigning any reasons what-so-ever (i) to apportion the total quantity amongst different bidders; (ii) to cancel or reschedule the bidding process.

(c) The bidders would have no claim for issuance of sales release orders.

(d) The Board shall be under no obligation to put up the lots singly or serially or in any other particular manner and the Board reserves the right at its discretion to withdraw any lot or lots from sale at any time without assigning any reason thereof.

(5) Security Deposit:

(a) All the bidder shall pay a security deposit through demand draft as mentioned in the notice in favour of THE Seller.

(b) Bidder's full address & contact No. must be written on the backside of DEMAND DRAFT of security deposit.

(c) If the highest bidder fails to deposit the whole amount within 2 days of the receipt of 'sale order', such sale Order' shall be terminated by the Board and the Board shall entertain no claim, grievance or grudge on this account. The Sale order shall now be given to the second highest bidder at the price quoted by the First Bidder and in that case, security deposit of the highest bidder shall stand forfeited.

(6) Statutory Documents:

(a) All sales tax, terminal tax, excise duty and all other taxes, duties (imposts) whetherto payable to the central government or to the state government or to the municipal, local or other authorities shall be deposited by THE Buyer along with the sales value of the materials.

(b) Non-payment of any amount payable under this clause shall have the same effect as non-payment of the sale money and shall result in ipso-facto cancellation of the sale and forfeiture of the security deposit. If the liability of such tax (impost) and/or duty is in doubt, the department shall have a right to call upon THE Buyer to make such provision as department may deem fit and proper to ensure the recovery of such taxes (impost) and/or duty.

(7) Payment Clause:

(a) The total payment has to be submitted to the Government exchequer through T.R.7 into receipt head of A/c "0210 - Medical & Public Health -01 - urban Health Services - 800 - Other receipt - 006 - Collection from other sources - 27 - Other receipts" in one lot only within 7 (seven) days of issue of 'Sale Order' from the Board.

(b) After receiving the chalan of full payment of salable items from the bidder duly verified from the end of concerned PAO/TOs, the Board shall issue 'Release Order' for clearance of the materials kept for sale.

(c) Normally, all sales shall be treated as local sale and THE Buyer shall have to pay VAT/Sales Tax as per the Local Sales Tax Act/ Rules/ Tariff of West Bengal and sales against 'C' Form/ CST shall not be allowed. THE Buyer shall have to pay the local sales Tax/VAT as per the applicable rate and no representation in this regard shall be entertained by the Department.

(d) In case of default by the bidder in payment of the full payment within the stipulated schedule, the Security Deposit held by department on account of that bidder shall be forfeited & the bidder shall be liable to be debarred from the participation in all department auctions for a period of 3 (three) months.

(e) In case of the total quantity to be disposed of cannot be taken up by the highest acceptable bidder, the remaining quantity may be offered to the next higher bidder(s) at the price offered by the highest acceptable bidder.

(f) THE Buyer shall not be entitled to re-sale any lot or part of a lot while the goods are still lying within the premises of Hospital/establishment and no delivery would be

permitted by Hospital to any person or persons other than THE Buyer whose names are mentioned in the release order.

(8) Lifting Clause:

(a) The sold Items/materials including the in situ large & heavy items to be dismantled in the respective Departments shall be lifted by THE Buyer at their own expenses from THE Seller's premises against full payment and within 10 (ten) days from the date of the 'Release Order' issued by THE Seller, i.e. the order issued to THE Buyer to lift the materials, failing which the 'Release Order' shall be terminated by the Board and the Board shall entertain no claim, grievance or grudge on this account.

(b) However, the Board may, at its own sole discretion, extend the delivery period beyond the stipulated period to lift the materials on its own terms and conditions not exceeding 30 days.

(c) In case of any default in lifting of the materials by THE Buyer within the prescribed free time limit, the outstanding material may be lifted within 20 days from the due date subject to payment of ground rent @ 1% per week and part thereof, by THE Buyer directly to the Govt. receipt head mentioned in clause 7(a) for the period of delay. All matter relating to charging of ground rent shall be decided by the Board.

(d) In case of goods sold on lot basis, the Ground rent shall be calculated on the value of the entire lot even if lifted in part, where as goods sold on unit weight or unit number basis, the ground rent shall be calculated on the value of un-lifted quantity.

(e) However it must be noted by the bidders that it shall be the sole discretion of department not to allow THE Buyer to lift the goods with or without the ground rent after the expiry of the stipulated free delivery period or even within the aforesaid additional period of 20 days and in such event, the sale of the material not lifted by THE Buyer shall be automatically cancelled and all the money paid by the bidder shall be automatically forfeited.

(f) THE Buyer shall lift only the item allowed in the Sale Release Order issued by THE Seller. Any item lifted from the premises except the listed in the sale release order shall be dealt with legal action by the Board.

(g) In case THE Buyer requires any service of facility from hospital/establishment for dismantling loading or removing the goods, THE Buyer should carry out the activity under the supervision of respective hospital authority.

(h) The materials sold shall be removed by THE Buyer from any one side of the lot as per the sole direction of the Board and no segregation of items from the sold lots shall be permitted.

(i) For the purpose of removing the materials, THE Buyer shall employ only his/their own personnel and shall keep department fully indemnified against any claims for wage, injuries, compensation, death etc.

(j) While removing the materials, if any accident or damage to the property / life etc. arises by reason of any act of negligence / omission/ default or non-compliance with a

(k) ny of the Terms and Conditions of the statutory regulations or rules and regulations applicable within Hospital/Establishment premises, on the part of the bidder's / his representative or employees resulting in death or injury to any person or damages to the property of Hospital/Establishment or any third party then in such an event the bidder shall have to pay compensation to any such persons. The bidder shall in such an event keep the Department indemnified from any demand, claims or proceedings made.

(l) The Department shall not be responsible for any liability in respect of labour/employee appointed/engaged by THE Buyer for lifting of the materials. All formalities required under the provision of respective Labour Laws /Rules shall be duly and punctually observed/complied at their own cost and they alone shall be responsible and liable for punitive action/payment of any dues, compensation or any amount, required to paid under any provisions of Laws/Rules in any case of non compliance and default on the part of THE Buyer. If the Department in any case is held liable under any Laws/Rules then in such cases THE Buyer shall not only make payment of such dues and/or caused but also be responsible for payments of damages to the department.

(m) Delivery of goods sold shall be granted as per the working hours of that particular location of THE Buyer where the materials have been stored. Delivery shall be permitted only on production of Sale Release Order issued by the department concerned THE Buyer as the case may be and a signed copy of THE Buyer's authorization letter for taking delivery. Deliveries shall not be given on Sundays or on any other days being holidays observed.

(n) In the event of failure by THE Buyer to fulfill any obligations under the general conditions of sale including failure to remove/lift the goods against any lots within the stipulated time, the sale of such lot may be cancelled for the quantities not lifted by THE Buyer and all moneys paid by the bidder for those specific lots shall stand forfeited. THE Buyer shall be entitled to re-sale the goods at the entire risk and cost of THE Buyer as and when THE Buyer may deem fit without any notice to THE Seller. THE Seller shall be at full liberty to retain and/or adjust/or recover any losses incurred on account of the failure of THE Buyer to lift the material from any amount lying with THE Buyer to THE Buyer's credit. The decision of THE Seller in regard to the actual losses incurred by THE Buyer shall be final and binding on THE Buyer. Any gain on any re-sale as aforesaid shall, however, belong to THE Buyer.

(9) Complaints & Delay

(a) All bidding-related complaints should be referred to concerned Head of Office immediately by the parties concerned. Complaints pertaining to quality and quantity of materials available for delivery, difficulties in lifting etc should be referred directly to the Board by the concerned Buyer. In case the complaint is not resolved at this level, the same should be escalated to DDHS (E&S).

(10) Governing Law:

(a) This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

(11) Jurisdiction:

(a) The Court at Kolkata shall have exclusive jurisdiction.

Date:

Place:

Signature of the Bidder

Designation

Company seal

Enclosure II: Particulars of the Firm

a.	Name of the Firm	
b.	Full Postal Address	
c.	Cell No.	
d.	Telephone No.	
e.	Fax No.	
f.	Date of Establishment of Firm	
g.	Give details of any Government contracts executed during the last 2 years.	
h.	Any other information which you consider necessary to furnish.	
i.	Name and address of your Bankers stating the name in which the Account stands.	
j.	PAN number	
k.	Trade License No. (please enclose a copy of License)	
l.	GSTIN	
m.	IT Return (current)	

Date :

Place :

Signature of the Bidder

Designation

Company Seal

Enclosure III: Model Price Bid Format

Sl. No.	Items	Rate in Rs.
1	Items Catalogued in Annexure-I of the Notice Referred to Above	

Rs. (Rupees(in words)

Date:

Place:

Signature of the Bidder

Designation
Company seal

Part IV: Model format for Agreement with the Buyer

THIS SERVICES AGREEMENT is made the..... day of 20.....

BETWEEN:

(1) _____ [Designation of 'the Seller'] hereinafter referred to as the First Party and

(2)[Name of the Buyer] of
.....[address] hereinafter referred to as the Second Party.

1. The First Party had called for open bid for the disposal of unserviceable items as per 'Annexure A' and the Second Party had participated in the said bid. After evaluation of the bids, the First Party has accepted the bid placed by the Second Party and will now sell the said goods on "as is where is" and "cash & carry" basis to the Second Party. The Second Party agrees to buy the said unserviceable goods as proposed by the First Party according to the bid placed by him (Second Party).
2. The Second Party has deposited the whole sale amount in T.R.7 as per the 'Sale order'.
3. The Second Party also agrees to lift the whole material as per the Annexure A of the 'Sale order' on "as is where is" basis within 10 (Ten) working days from the date of receipt of the 'Release Order'. The Second Party agrees to vacate the premises wherein the materials as per Annexure A were stored by employing his own men and equipment and transport the same to his own ware-house/ place of storing at his own cost. All necessary documents, other than the Sale/ Release Order and Gate Pass, will be obtained from the relevant authorities by the Second Party.
4. The Second Party agrees to pay the First Party a ground rent @1% of Sale Value per week or part thereof to be deducted from his Security Deposit for delay of completion of lifting of all the materials as per Annexure A beyond a period of 10 days from the receipt of the 'Release Order'.
5. If due to mistake or inadvertence, the Second Party has lifted any property or material which was not included in Annexure A, the same will be returned to the First Party by the Second Party as soon as any the discrepancy is discovered by either the First or Second Party.
6. In providing the Services to the First Party, the Second Party agrees
 - a. to exercise reasonable skill, care and diligence and shall apply the highest professional standards and also observe current published policies of the Government of West Bengal relating to Health and Safety, Data Protection and any other similar policies issued by the from time to time;
 - b. shall do nothing which is likely to bring the First Party or the Govt of West Bengal into disrepute or which is materially contrary to the interests of the First Party or the Govt. of West Bengal
 - c. to comply with the reasonable requests of the first Party or his Representative
7. The Second Party shall be wholly responsible for all tax and other similar contributions or taxes (together "Taxes") which may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable to the First Party under this Agreement. In the event that the First Party is required to pay any Taxes in relation to such fees or other monies, the First Party shall be entitled to withhold an amount equal to such Taxes from

any sums remaining to be paid to the Second Party and if any such withholding falls short of the total Taxes to be paid, the Second Party shall indemnify the First Party against any such Taxes which become payable by the First Party by paying the same within 7 (seven) working days of the date of demand for payment is raised.

8. The Second Part agrees to all the clauses of the Tender Documents and shall abide by them at all times.
9. ~~The First Party agrees to providing all official assistance to ensure the smooth lifting of all the materials as per the Sale/Release Order and Annexure A by the Second Party~~
10. ~~Relationship between the parties: Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent or employee of the other for any purpose. At no time shall the Second Party represent himself or hold himself out as an agent /employee of the First Party and shall not have any authority to act on behalf of the First Party, to conclude any contracts or incur any obligation or liability on behalf of or binding upon the First Party, or to sign any document on the First Party's behalf.~~
11. Assignment of interest: The Second Party may not sub-contract, assign, transfer, mortgage or part with this Agreement or any of its rights, duties or obligations under this Agreement without prior written consent from the First Party.
12. Termination : The First Party shall be entitled to terminate this Agreement with immediate effect and without any compensation or damages due to the Second Party, but without prejudice to any other rights or remedies the First Party may have, if the Second Party:
 - a. commits a serious breach of the terms of this Agreement which the Second Party fails to remedy within 14 days of receipt of written notice from the First Party specifying the breach and requesting specific remedy;
 - b. persistently neglects, fails or refuses for whatever reason to perform to the satisfaction of the First Party the Services which are to be provided under this Agreement;
 - c. becomes unfit to perform the Services under this Agreement or incapable of performing them adequately
 - d. or has broken the Laws of the Land in performing the service under this Agreement
13. This Agreement is governed and to be construed in accordance with the Indian laws and each party agrees to submit to the exclusive jurisdiction of the Kolkata courts as regards any claim or matter arising out of this Agreement.

AGREED by the Parties through their authorised signatories:

For and on behalf of the First Party

For and on behalf of the Second Party

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Witness Thereof