



GOVERNMENT OF WEST BENGAL

OFFICE OF THE MEDICAL SUPERINTENDENT CUM VICE PRINCIPAL
DEBEN MAHATA GOVERNMENT MEDICAL COLLEGE & HOSPITAL, PURULIA
Main Road, Purulia, PIN: 723 101, Mail ID: pgmchmsvp@gmail.com,
7407676839 / 9382498061

Memo No-

Date-

E-Tender 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 ((to be handed over to the interested bidders at the time of inspection) 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, online bids are hereby invited by the Medical Superintendent cum Vice Principal, DMGMC&H, Purulia for disposal of Condemned Equipments/Instruments/ Furnitures (As per Annexure – I), The intending bidders have to participate in the E-Tender through online as per terms & conditions as detailed below:

Particulars:		
1.	Title	Disposal of Condemned Equipments /Instruments/ Furnitures of DMGMC&H, Purulia by E-Tender
2.	Eligibility of Auctioneer	Bonafide resourceful Firms/ Auctioneer, Scrap materials business man, Sole Proprietary etc. having valid Trade License.
3.	Date of publishing of NIT & other documents	On and from 18-02-2023, 11 a.m.
4.	Start Date & Time of submission of online Bid	On and from 20-02-2023, 11 a.m.
5.	Date of Inspection	24-02-23 to 25-02-23 (11 a.m. to 2 p.m.).
6.	Last date & time of submission of online Bid Documents	06-03-2023 upto 5 p.m.
7.	Date & time of opening technical bid (Online)	09-03-2023, 2 p.m.
8.	Date & time of opening financial bid (Online)	11-03-2023, 12 noon
9.	Time of completion of work	7(seven) days from the the date of issue of lifting / sale order
10.	Bid security/Earnest Money	Earnest money : Rs. 10000/- (Rupees Ten Thousand) only must be submitted online e-tender portal.

11.	Refund of Earnest Money	Earnest Money of the Successful Bidder will be refunded after successful completion of the stated work as per satisfaction of the MSVP, DMGMC&H, Purulia.
12.	Submission of Bid Amount	After issuance of Letter of Acceptance to the successful Bidder, he must have to deposit his offered Bid Amount within 7(Seven) working days in the shape of T.R Challan in favour of Head of A/C. No. which is to be informed later.
13.	Security Deposit	After issuance of Letter of Acceptance to the successful Bidder, he must have to deposit Security Money @ 10% of his offered Bid Amount within 7(Seven) working days in the shape of Demand Draft / Bank 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, failing which his Bid will be cancelled and also the Earnest Money deposited will be forfeited.
14.	Refund of Security Deposit	Security Deposit money of the Successful Bidder will be refunded within 1 (one) month after successful completion of the stated work as per satisfaction of the MSVP, DMGMC&H, Purulia.
15.	Issuance of Sale order and Lifting/Disposal of condemned materials	Sale order will be issued to the successful Bidder after receiving Security Deposit & Bid Amount and realization of Bid Amount in the Government account with discretion and decision of the MSVP, DMGMC&H, Purulia, which is final and binding.

Intending Bidders will not have to pay the cost of bid documents of participating in e-auction, but the successful Bidder will have to pay the cost i.e Bid amount.

In the event of e-filing, intending bidder may download the bid document from the website <https://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate & Earnest money which is to be submitted online through e-tender portal on or before 06.03.2023, 5.00 pm.

The bidder shall quote their Bid Price both in figures and in words in BOQ Format. Bid document may be downloaded from website & submission of Technical Bid and Financial Bid concurrently as per Bid time schedule (Date & Time Schedule). The documents submitted by the bidders should be indexed and also should be according to his/ their Firm name.

Technical Bid and Financial Bid both will be submitted concurrently duly signed digitally in the <https://www.wbtenders.gov.in> e-Auction document may be downloaded from website & submission of Technical Bid/Financial Bid (as per e-auction Date & Time schedule). The document submitted by the bidders should be properly indexed & digitally signed.

The stated items will be sold in “as is where is” and “as is what is” condition.

The submitted documents should be attested (self/authorize signatory).

The intending bidder must apply in their letter head addressed to the Medical Superintendent cum-Vice Principal, Deben Mahata Government Medical College & Hospital, Main Road, P.O & P.S.-: Purulia , PIN: 723 101 for permission to visit the stated site/articles. Valid permission of the visit (scan copy) must be uploaded along with auction documents.

Intending auctioneers are requested to visit the site with the prior prayer in their letter head addressed to the Medical Superintendent cum-Vice Principal, Deben Mahata Government Medical College & Hospital, Purulia and the Date & Time of visit is scheduled on and from **21-02-23 to 03-03-23 (during 11 a.m. to 2 p.m.)** except **sundays and govt. holidays** with proper application format.

1. Eligibility criteria for participation in auction:

Requirement of Credentials:

1.1 Intending bidders should produce credentials of a similar nature of completed work of the minimum value of Rs. 100000/- (Rupees One lakh only) during 3 (three) years prior to the date of issue of the auction notice;

1.2 PAN Card, IT Return, Professional Tax Deposit Challan (Up-to-date), Up-to-date Trade License, GST Certificate with Up-to date GST Return.

2. Other terms and conditions of the credentials:

2.1. A partnership firm will have to finish the registered partnership deed and a company will have to finish the Article of Association and Memorandum of association .

Where an individual person holds a digital certificate in his/her own name duly issued to him/her against the company or the firm of which he/she happens to be a director or partner, such individual person shall, while uploading any bid for and on behalf of such company or firm, invariably upload copy of registered power of attorney showing clear authorization in his/her favour, by the rest of the directors of such company or the partner of such firm, to upload such tender.

2.2 Partnership Firm, Company Limited Firm, Private Company Limited Firm shall be register by the respective competent authority from the Register of Firms, Society, Non-Trading Corporation, Register of Companies etc. & copy of Registration Certificate (with allotment of Registration No.) will have to be submitted, otherwise the Technical Bid will not be consider for qualification and Financial Bd shall not be opened.

2.3 The earnest money will be converted to part of the security deposit for successful bidder. This along with the balance amount of security deposit will constitute the total security deposit of the successful bidder.

2.4 Execution of agreement have to be made by the successful bidder stating that he/she successfully lifted all the articles stated as per Schedule with Medical Superintendent cum-Vice Principal, Deben Mahata Government Medical College & Hospital, Purulia .

2.5 The bid without valid bid money, earnest money & balance Security money, incomplete bid papers will be summarily rejected.

2.6 The auction inviting authority reserves the right to reject the highest or any bid without assigning any reason whatsoever and no claim / objection against such rejection will entertained.

2.7 All auctioned materials have to removed from the side within 7(seven) days from the date of commencement of work as per work order / lifting order failing which the security deposit will be forfeited without issuing any further notice.

2.8 The successful bidder will have to adopt all safety/preventive/precautionary measures following reveled rules of the Government for safe dismantling and disposal of all components of the structure at his own cost. Permission from appropriate authority, if needed such process will have to be obtained by the bidder at his own cost.

2.9 Any damage or loss of Government/Public/Private property or life during the dismantling/disposal process will be the sole responsibility of successful bidder. This will lead to penal action as per law of the land in addition to forfeiture of security deposit. Any damage to Govt. / Public/ Private property will have to be holding good at his own cost. Disposal of the dismantled material will have to be arrange as per relevant traffic rules of the area. All such incidental cost has to be considered during the quoting their bid/ offer.

2.10 A certificate stating, "Certified that the works have been completed in all respect at the site/s has been cleared thereof and no damage to any Government /Private property has been occurred during such process" must be obtained from the hospital authority (Store Incharge – Equipment Store) Deben Mahata Government Medical College & Hospital, Purulia and produced before the Medical Superintendent cum-Vice Principal, Deben Mahata Government Medical College & Hospital, Purulia for release of the security money.

2.11 Security money as deposit will be released after successful removal of the materials in all respect and clearance of the side upto the satisfaction of the Medical Superintendent cum-Vice Principal, Deben Mahata Government Medical College & Hospital, Purulia.

2.12 Intending bidder must process the mechanical device as required for dismantling and running machineries. Necessary documents in this respect will have to be uploaded in the technical folder of the e-Auction.

2.13 Materials, as obtained from dismantling works, must be cleared from premises, at the bidder's own cost and all the relevant cost dismantling works was to be borne by the successful bidder at his own cost.

2.14 **The bidder will have to quote his rate in BOQ for all the items taken together in a lot in specified format and not on the individual items.**

2.15 It will deemed that all the Auctioneers have thoroughly read and understood and terms & Conditions of the e- Auction before quoting their offer.

2.16 Conditional bid will not be entertained.

2.17 No material other than those as per list will be allowed to be lifted. In case any material other than above is lifted, the purchaser is liable to be put under legal action as per law of the land. Also no damage to any property during lifting should be made.

2.18 If the bidder fails to comply with the terms and conditions as mentioned before, he will be held liable for damages in addition to forfeiture of the Security Money.

2.19 The property of the auctioned materials at the site during the period from the date of issue of the lifting order to the last date allowed of removal, will remain under the responsibility of the purchaser.

2.20 **In general the highest bid will be accepted.** However, the bid inviting authority or Competent authority of the Govt. is not bound to accept the highest bid or any other bid and is free to invite 2nd Call for the bid. The

bid inviting authority/Competent authority of the Govt. at his sole discretion can accept the highest bid and issue lifting order to the successful bidder whose rate stands highest for all the items taken together.

2.21 Intending bidder will offer bid against all the items taken together in a lot and the highest bid value will be considered for total amount of bid value offered for the entire lot, not on the individual items. **No rate should be quoted against individual items.**

2.22 There will be no provision of Arbitration.

2.23 During the scrutiny, if it comes to the notice of Bid inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufacture / fabricated, the Bid will be rightly rejected and further penal action may be taken against him as per rule.

2.24 Before issuance of Letter of Acceptance/Work Order, the Bid inviting authority may verify the credentials and other documents of the highest auctioneer if found necessary. After verification, if it is found that such documents submitted by the highest bidder are either manufactured or false, in that case Letter of Acceptance/ Work Order will not be issued in favour of that bidder under any circumstances and further penal action may be taken against him as per rule.

INSTRUCTION TO BIDDERS

1. General guidance for e-Auction:

Instruction/ Guidelines for electronic submission of the bids have been annexed for assisting the contractors to participate in e-Auction.

2. Registration of Contractor:

Any contractor willing to take part in the process of e-Auction will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://www.wbtenders.gov> in (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature Certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC). Details are available at the Web Site. DSC is given as USB e-Token.

4. Submission of Bids:

General process of submission:

Bids are to be submitted through online to the website stated in two folders, one is Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded Virus free scanned copy of the documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

5. Statutory Cover is to contain the following self attested scan copy:

- 5.1. EMD (Scanned copy).
- 5.2. Duly authenticated auction participating & site visit application (Annexure-II).
- 5.3. Duly Notarized "declaration" (Annexure-III)
- 5.4. List of documents to be submitted with technical proposals.

6. Non statutory Cover Containing self attested scan copy::

- 6.1. IT Return, Up-to-date Professional Tax (PT) deposit receipt or challan, Trade License, PAN Card, GST Certificate with GST return for the 2 (two) F. Y.
- 6.2. Registration Certificate under Company Act. (if any).
- 6.3. Registered Deed of partnership Firm/ Article of Association & Memorandum (if any)
- 6.4. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, (if any).
- 6.5. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op (S) (ARCS) if the bidder is Co-operative Society (if any).
- 6.6. Bye laws are to be submitted by the Registered labour Co-Op (S)& Engineers' Co.- Opt.(S) (if any).
- 6.7. Credential certificate from appropriate authority for execution of similar nature of Work.

Note: Failure of submission of any of the above mentioned of documents may render the bid liable to be summarily rejected for both statutory & non statutory cover.

7. Financial proposal:

BOQ after quoting the rate on it by the bidder for all the items taken together in a lot in the specified format and not on the individual items.

8. REJECTION OF BID:

The Bid accepting authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of contract without thereby incurring any liability of the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders about the ground for Bid accepting authority's action.

9. AWARD OF CONTRACT:

9.1. The Bidder whose Bid has been accepted will be notified by the Bid Inviting & Accepting Authority through Letter of Acceptance.

9.2. The Letter of Acceptance will constitute the formation of the Contract. Issuance of Letter of Acceptance / Work Order may be delayed due to non-receipt of clear site for the work and no claim, whatsoever, for delay in issuance of Letter of Acceptance / Work Order will be entertained.

10. Site Condition:

The Auctioneers / contractor before participating in online bidding must visit the site and satisfy himself as to the extent of the proposed difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this bid without dislocation of normal traffic during day as well as night. The execution of the work should be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account.

Sd/—

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

Memo No. 346/1(20)/DMGMC&H/Pur

Date- 17/02/2023

Copy forwarded for information & necessary action to :

1. **Sri Shantiram Mahato , Honorable Eminent Person cum Chairperson , R.K.S of D.M.G.M.C & .H. ,Purulia.**
2. **The Sabhadhipati, Purulia Zilla Parishad, Purulia.**
3. **The Director of Medical Education & ex-officio Secretary, Dept. of H & FW. Swasthya Bhavan, Salt Lake City, Kol-91**
4. **The Special Secretary(MERT)Dept. of Health & F. W.,GN-29,, Salt Lake City, Kol.-91.**
5. **The Principal, DMGMC&H, Purulia**
6. **The District Magistrate, Purulia.**
7. **The Nodal Officer & Deputy Secretary, Dept.of H &F. W., Swasthya Bhawan, Kolkata 700091**
8. **The Deputy Secretary (D&E), Swasthya Bhavan, Salt Lake City, Kolkata-91**
9. **The DDHS (E&S), Central Medical Store, Sealdah, Kolkata-14.**
10. **The CMOH, Purulia**
11. **The District Information & Cultural Officer, Purulia with request for publishing in one each (two languages) daily news papers.**
12. **Officer in charge – NIC , Purulia with request to upload in NIC web portal.**
13. **Additional Medical Superintendent, DMGMC&H, Purulia**
14. **The Accounts Officer, DMGMC&H, Purulia**
15. **The Deputy Superintendent(NM) , DMGMC&H, Purulia**
16. **The all concerned members of Condemnation and Record Disposal Committee, DMGMC&H, Purulia**
17. **IT Cell ,Dept .of Health & Family Welfare, Swasthya Bhaban, Kol- 91with request to upload in the official website of the department (www.wbhealth.gov.in)**
18. **The DSM & IT Manager, Purulia District for uploading in district health website**
19. **DMGMC&H, Purulia Website**
20. **Notice Board of this hospital / Guard File..**

17/02/23

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

M.S.V.P.
Deben Mahata Government
Medical College & Hospital
PURULIA

Annexure— II

E-Tender Participating & site visit Application

(In Company letter head)

To

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

Ref: E-Tender notice for disposal of Condemned Equipments / Instruments / Furnitures of DMGMC&H, Purulia

.....Dated

Having examined the NIT, Terms and Conditions, Technically specification and other documents, corrigendum uploaded before the last date of submission hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of -----

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith (wherever applicable).

We are hereby bidding for "E-Tender notice for disposal of Condemned Equipments / Instruments / Furnitures of DMGMC&H, Purulia ".

We understood that:

1. E-Tender inviting & accepting authority reserves the right to reject any application without assigning any reason.
2. **No rate should be quoted against individual items.**
3. The bidder /contractor before participating in Online bidding must visit the site.
4. Site Visit Date _____ & Time _____
5. The financial bid of the bidders, whose technical bid is found suitable and responsive, will be opened.

I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

Please allow us for the same.

Signature & seal of the applicant

(Including title and capacity in which application is made)

Annexure-III

DECLARATION ^a

(To be submitted in non judicial stamp paper of appropriate value, duly notarised)

- I, the undersigned, declare that all the statements made in the attached documents are true and correct. In case any information is proved to be false or concealed, the application may be rejected and no objection/claim against such rejection will be raised by the undersigned.
- The undersigned hereby certifies that neither our firm nor any constituent firm had been debarred to participate in bids by Govt. of West Bengal during the last 5 (*five*) years prior to the date of this NIT
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- Certified that the undersigned has applied in the E-Tender in the capacity of individual / as a partner of a firm and that the undersigned has not applied severally for the same job.
- I, the under-signed, do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertain to be incorrect / fabricated / misrepresented / fraudulent etc., accordingly bid will be liable to be cancelled / terminated immediately & I / my firm / company shall also be liable to be prosecuted under the section of Law & land any other applicable law for the time being in force in addition to forfeiture of Earnest Money / Security Deposit.
- The undersigned will deploy requisite machinery and equipment during execution of work at site as per direction of the Superintendent.

Date: _____

Signature, Name and Designation of Authorized Signatory.

Annexure-I

Total Floor Reserve price as decided by the Condemnation and Disposal Board Committee of DMGMC&H, Purulia is Rs. 8,80,500/- (Eight Lacs Eighty Thousand Five Hundred Only) (excluding G.S.T). Bidders are to quote above this price and the qualified highest bidder will be selected.

(Detailed list will be provided at site on inspection date)

Annexure — II

e-Auction Participating & site visit Application (In Company
letter head)

To

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

Ref: E-Tender notice for disposal of Condemned Equipments / Instruments / Furnitures of DMGMC&H, Purulia

.....Dated.....

Having examined the NIT, Terms and Conditions, Technically specification and other documents, corrigendum uploaded before the last date of submission hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith (wherever applicable).

We are hereby bidding for "E-Tender notice for disposal of **Condemned Equipments / Instruments / Furnitures of DMGMC&H, Purulia**".

We understood that:

1. **e-Auction** inviting & accepting authority reserves the right to reject any application without assigning any reason.
2. **No rate should be quoted against individual items.**
3. The Auctioneers /contractor before participate Online bidding must visit the site.
4. Site Visit Date _____ & Time _____
5. The financial bid of the bidders, whose technical bid is found suitable and responsive, will be opened.

I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

Please allow us for the same.

Signature & seal of the applicant

(Including title and capacity in which application is made)

Annexure-III

DECLARATION a

(To be submitted in non judicial stamp paper of appropriate value, duly notarised)

- I, the undersigned, declare that all the statements made in the attached documents are true and correct. In case any information is proved to be false or concealed, the application may be rejected and no objection/claim against such rejection will be raised by the undersigned.
- The undersigned hereby certifies that neither our firm nor any constituent firm had been debarred to participate in bids by Govt. of West Bengal during the last 5 (*five*) years prior to the date of this NIT
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- Certified that the undersigned has applied in the Auction in the capacity of individual / as a partner of a firm and that the undersigned has not applied severally for the same job.
- I, the under-signed, do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertain to be incorrect / fabricated / misrepresented / fraudulent etc., accordingly bid will be liable to be cancelled / terminated immediately & I / my firm / company shall also be liable to be prosecuted under the section of Law & land any other applicable law for the time being in force in addition to forfeiture of Earnest Money / Security Deposit.
- The undersigned will deploy requisite machinery and equipment during execution of work at site as per direction of the Superintendent.

Date: _____

Signature, name and designation of Authorized Signatory.

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 handing, 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:

Signature of the Bidder

Place:

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)	

Date:

Place:

Signature of the Bidder

Designation

Company seal

SI No	Items	Rate in Rs.
1	Total Floor Reserve Price of all items in Annexure -I of the Notice referred to above	

Rs.....(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

.....

Witness Thereof