

GOVERNMENT OF WEST BENGAL
OFFICE OF THE SUPERINTENDENT, DISTRICT HOSPITAL, JALPAIGURI
PH.&Fax – 03561-228187, Email- www.super.jalpaiguri@gmail.com

Memo No. 630

Dated: 27/2/15

Notice for Disposal of Condemned Goods

As per the provision of guideline issued vide memo HF/TDE/906/5S-63/12 dated 24/08/2012 of Joint Secretary, TDE Branch, Govt. of W.B, the undersigned is directed to notify that a number of unserviceable goods as declared condemned by the board, as mentioned in annexure – I, 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 above, the undersigned invites bid in sealed cover from interested parties for sale of such items in prescribed Bid application from mentioned in Annexure – II subject to the terms and condition 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.5000.00 (Rs. Five Thousand) only as security deposit in the shape of Demand Draft payable in favour of the Superintendent, District Hospital, Jalpaiguri along with the bid to the undersigned with in the date specified below.

No documents can be modified or withdrawn after submission. In case of withdrawal after opening the bid documents, the bidder will loss his earnest money. Tender not accompanied by the Earnest Money Deposit are will be rejected. EMD of the successful bidder will be forfeited if the bidder fails to sign the agreement in stipulated time of 15 days.

In case of submission of tenders, the tender form must be in 1(one) envelop super scribing **TENDER FOR Disposal of Condemned Goods** and to be addressed to the Superintendent, District Hospital, Jalpaiguri. Tender will be opened in presence of the participants who might be present. If the specified date is declared a holiday the bids shall be received and opened up to the appointed time on the next working day.

No price preference will be given to any organization/ society.

Any tender received by the Superintendent, District Hospital, Jalpaiguri after the deadline for submission of tender, will be rejected and returned unopened to the participants. Postal delay will not be entertained.

Cost of Tender Form : Rs. 500/- through T.R. Form (Govt. Challan – Head of account - 0210-04-104-001-27))

The undersigned reserves the right to accept / reject any bid, including highest bid.

- i. Date (s) of Inspection : From : 9/03/2015 to 14/03/2015
- ii. Last Date of submission of Bid : 16/03/2015 up to 2.00 PM
- iii. Date of Opening of Bid : 16/03/2015 at 3.00 PM

Enclosure : Annexure As Stated.

Pre
26.2.15
Superintendent
District Hospital, Jalpaiguri.

MEMO NO

DATED

Copy forwarded for information and publication at the notice board

1. Mr. Goutam Deb, Hon'ble M.I.C, North Bengal Development Department, W.B, BCWD Office (Near BDO Office), PO- North Bengal University, Dist- Darjeeling.
2. The Sabhadhipati, Jalpaiguri Zilla Parishad
3. The District Magistrate, Jalpaiguri.
4. The Chief Medical Officer of Health, Jalpaiguri.
5. The Swasthya Karmadhakshya, Jalpaiguri Zilla Parishad.
6. The Dy. Magistrate & O.C Health, Office of the District Magistrate, Jalpaiguri.

With the request to make arrangement to upload this NIT at the website **WWW.JALPAIGURI.**

GOV.IN

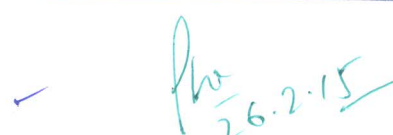
7. The Accounts Officer cum Treasurer, DH & FWS, Jalpaiguri.
8. The Post Master, Head Post Office , Jalpaiguri
9. The Station Manager, Jalpaiguri Railway Station
10. The D.S.M, DPMU, Health Samiti with a request to upload this NIT at the Website WWW.WBHEALTH.GOV.IN and Jalpaiguri Samiti web site.
11. Notice Board, District Hospital, Jalpaiguri.

Superintendent
District Hospital, Jalpaiguri

ANNEXURE – I : CATALOGUE OF ITEMS TO BE DISPOSED.

Part A : List of Items to be sold as per Weight.

SL No.	Particulars of Goods	Space / location of goods	Weight (approx)	Remarks
1	Metal Scrap (Broken / rusted Metal Furniture & Fixtures, Machine parts, small surgical instruments, utensils etc.	Store Room of the Hospital.	X	Rate per Kg/ per Quintal.
2	Wooden scrap : Broken wooden Furniture & Fixtures etc.	Store Room of the Hospital.		
3	Glass / Polymer scrap) Broken Glass and polymer etc.	Store Room of the Hospital.	X	Rate per Kg/ per Quintal.
4	Glass / Polymer container (Unbroken jar / container / receptacle of glass / polymer.	Store Room of the Hospital.	X	Rate per Kg/ per Quintal.
5	Other mixed broken / spoilt / torn items	Store Room of the Hospital.	X	Rate per Kg/ per Quintal.
6	Paper scrap (old news paper, discarded medical / office records / registers / forms, cardboard containers etc.	Store Room of the Hospital.		Rate per Kg/ per Quintal.


Superintendent
District Hospital, Jalpaiguri

Enclosure II : Particular 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 Banker 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

Enclosure III : Model of Price BID Format

SL No.	Items	Rate in Rs. per Kg.	Rate in Rs. per Quintal
1	Metal Scrap (Broken / rusted Metal Furniture & Fixtures, Machine parts, small surgical instruments, utensils etc.		
2	Wooden scrap : Broken wooden Furniture & Fixtures etc.		
3	Glass / Polymer scrap) Broken Glass and polymer etc.		
4	Glass / Polymer container (Unbroken jar / container / receptacle of glass / polymer.		
5	Other mixed broken / spoilt / torn items		
6.	Paper scrap (old news paper, discarded medical / office records / registers / forms, cardboard containers etc.		

** Rate quoted including all charges.

Date :

Signature of the Bidder
Designation
Company Seal

Place :

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 out 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