



**Government of West Bengal
Office of the Chief Medical Officer of Health
Basirhat Health District**

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Memo No. :- BHAT/HD/ 2557

Date:- 18-11-2024

Notice for Disposal of Condemned Goods

As per the provision of the guideline issued vide Memo No.- HF/O/TDE/906/5S-63/12 dated, Kolkata-24/08/2012 issued by the Joint Secretary to the Government of West Bengal, 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 Higher bidder "as is where is basis" and on "cash & carry" basis after inviting sealed **quotation** from bona fide bidder.

In view of above, the undersigned invites quotation in a sealed cover from interested parties for sale of such Items in prescribed Bid application form mentioned in Annexure-II subject to the terms & condition given in enclosure I of Annexure-II.

Items, catalogued in Annexure-I, may be inspected on and from the date of specified below in consultation in presence of dealing assistant of CMOH, Basirhat Health District.

All interest parties who wish to participate shall be required to deposit Rs.-1000/- (Rupees One Thousand Only) as security deposit by demand draft payable in favour of District Health and Family Welfare Samity, Basirhat Health District with the bid to the undersigned within the date of specified below.

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

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

- | | |
|-----------------------------------|--|
| a) Dates of Inspection : | 18/11/2024 & 19/11/2024 |
| b) Date of Submission of Bid: | From 13/11/2024 to
22/11/2024(2.00P.M.) |
| c) Date of opening technical bid: | 25/11/2024 at 2.30 P.M. |

Sealed application form as prescribed in there printed official pad with requisite enclosure should be dropped in the Quotation Box kept at A.O.chamber, CMOH office within 22/11/2024 at 02.00 P.M.

The Valid Trade License (2024-25), GST Registration certificate, P. Tax Challan(2022-23 or 2023-24) & PAN Card should enclosed with application form.

The technical bid will be opened first and financial bid of the unsuccessful bidder at technical bid will not be consider.

Enclosed: Annexure as Stated

Dec 13/11/24
Chief Medical Officer of Health
Basirhat Health District

Memo No. :- BHAT/HD/ *2557/1(8)*

Date: *13-11-2024*

Copy forwarded for information and necessary action please:-

1. The Director of Health Services & e.o. Secretary, west Bengal
2. The Jt. Secretary, TDE Branch, Deptt. Of Health & FW, Govt. of West Bengal
3. The District Magistrate, North 24 Parganas
4. The SDO, Basirhat
5. The ACMOH, Basirhat
6. The A.O., Basirhat CMOH Office
7. The Notice Board of CMOH, Basirhat
8. Office copy.

Japan Basirhat 13/11/24.
Dy.Chief Medical Officer of Health-I
Basirhat Health District


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ANNEXURE -I-: CATALOGUE OF ITEMS TO BE DISPOSED
Part-A (List of Item to be sold as per piece)

Item No.	Particulars of Good	Space/Location of Goods	Quantity(In Piece)	Remarks
1.	Ceiling Fan	Basirhat	6	
2.	Stand Fan	CMOH Office	1	
3.	Wooden Furniture		1	
4.	Inverter and Battery		1.	

PART B: LIST OF ITEM TO BE SOLD AS PER WEIGHT

Item No.	Particulars of Good	Space/Location of Goods	Quantity(in Piece)	Remarks
1.	Big Almirah	Basirhat	15	Weight of the Material will may be fixed at the sell time.
2.	Small Almirah	CMOH Office	1	
3.	Iron Rack		4	
4.	Iron Cot		2	
5.	Iron Bucket		6	
6.	Iron Box		2	


Chief Medical Officer of Health
Basirhat Health District

13/11/24

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

To
The Chief Medical Officer of Health
Basirhat Health District

SUB:- SALE OF DISPOSAL OF CONDEMNED GOODS IN TERMS OF MEMO NO.-
DATED-

Respected Sir,

I hereby certify that I have gone through the terms and condition mention in Enclosure-I and undertake to comply with them.
I, the undersigned on behalf of the firm particulars given bellow 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 which deposited by me has been enclosed herewith with following particulars:

Demand Draft No. :..... dated.....

Amount: Rs.....1000/-.(Rupees- One Thousand Only) in words.

Drawn on Bank Branch:..... In favour of the seller mention 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 failed to lift the articles within the stipulated period.

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

I shall be vacating any space that may be provided to me by t5he head of the office to carry out the job or otherwise.

Enclosed:

Enclosure I: Terms and Condition\

Enclosure II: Particulars of the Firm

Enclosure III:-Price Bid format

Date:

Place:



Signature of the Bidder
Designation
Company Seal

Enclosure I : Model terms and conditions

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.
- b) No error, omission or misstatement or mis-description or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise on the part of the bidder and no claim for compensation or otherwise be entertained by the seller.
- c) Further, The seller shall take it for granted that the bidders have fully read and understood the language spirit and objectives 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.
- d) Bidders bidding for the goods sold shall be deemed to have taken in to account and made due allowance for the cost of handling, loading or other expenses (including dismantling if permitted by the seller).
- e) 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 established concerned while inspecting the goods as well as while executing their work.
- f) The employees of the established concerned and their family members are not eligible to take part on 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 receive 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 conformation letter, email or any other mode felt necessary. The bidder shall be required to make payments as stipulated.

4. Rights and Privileges:

- a) All lots shall be sold subject to approval by the Board.
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- 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 reasons thereof.

5. Security Deposit:

- a) All the bidder shall pay a security deposit through demand draft as mentioned in the notice in favor of the seller.
- b) Bidders full address and contact no. must be written on the backside of demand draft of security deposit.
- c) If the highest bidders 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 of the highest bidder shall stand forfeit.
- d) Non selected bidders will be refunded their security deposit on the basis of their application subject to fulfillment of the procedure.

6. Statutory documents :

- a) All sales tax terminal tax excise duty and all other taxes duties (imposts) where to 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 provisions as department may deem fit and proper to ensure the recovery of such taxes (impost) and /or duty.

Non statutory Documents

- 1. Agencies must apply in their printed official pad mentioning quoted amount (in both word & figure) including photo copy of self-attested valid Trade License(2024-25), GST registration certificate, P.Tax Chillan (2022-23 or 2023-24) & Pan Card.
- 2. The work should be completed within 10 working days after receiving the work order.

In case of tie the Board will follow the Financial Rule,

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-06-Collectin from other sources -27-other receipts in one lot only with 7 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/TO, The Board shall issue Release order for clearance of the material 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 the 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 and the bidder shall be liable to be debarred from the participation in all department auctions for a period of 3 months,
- e) In case of total quantity to be disposed of cant be taken up by the highest acceptable bidder, the remaining quantity may be offered to the next higher bidder at the price offered by the highest acceptable bidder.
- f) The buyer shall not be entitled to resale any lot or part of a lot while the goods are still lying within the premises of hospitals /establishments 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 situ large 7 heavy items to be dismantled in the respective department shall be lifted by the buyer at their own expanses from the sellers premises against full payment and within 10 days from the date of the materials failing which the released order shall be terminated by the board and the board shall entertained no claim grievance or grudge in 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 de3fault 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 , but the buyer directly to the govt.receipt head mentioned in clause 7 a) for type period of delay. All matter relating to change 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 wait or unit no. 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 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 allot 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 and 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 anyone side of the lot as per the sole direction of the Board and no segregation of item 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 arise by reason of any act of negligence / omission/ default or non-compliance with any of the terms and conditions of the statutory regulation or rules and regulation applicable within hospital /establishment/premises, on the part of the bidders / his representative or employees resulting in death or injury to any person or damages to the properties / establishment or any third party then in such the 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 proceeding made.
- k) 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 active / payment of any dues , compensation or any amount , required t paid under any provisions of law / rules in any case of non-compliance of and default on the part of the Buyer. If the Department in any case is held liable under any laws / rules in such cases the Buyer shall not only make payment of such dues and / or cast but also the responsible for payment for damages to the department.
- l) Delivery of goods sold shall be granted as per the working hours of that particular location of the Buyer where the material has been stored. Delivery shall be permitted only on production of sell release order issued by the department concerned, the buyer as the case may be and a signed copy the Buyer's authorization later for taking delivery. Delivery shall not be given on Sunday or on any other days being holidays observed.
- m) In the Event of failure by the buyer to fulfill any obligations under the general condition of sale including failure to remove / lead the goods against any lords within the stipulated



time the sale of such lot may be cancelled for the quantities not lifted by the Buyer and all money paid by the bidder for those specific lots shall stand forfeited.

9. Complaints and delay:

- a) all bidding related complaints should be refer to concerned head of office immediately by the parties concerned complaints Spartan into quality and quantity of materials available for delivery difficulties in lifting etc should be referred directly to the board by the concerned by 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 contest through it and shall be governed in accordance with the laws of India without giving effect to any principal of conflict of law.

11. Jurisdiction :

- a) The court at Kolkata shell have exclusive jurisdiction.

Date :

Place

Designation

(Company seal)

Signature of the Bidder



Enclosure II: Particulars of the Firm

a)	Name of the Firm	
b)	Full Postal Address	
b)	Cell No.	
c)	Telephone No.	
d)	Fax No.	If any
e)	Date of Establishment of Firm	
f)	Give details of any Government contracts executed during the last 2 yrs.	
g)	Any other information which you consider necessary to furnish(e-mail address)	
i)	Name and address of your Bank	
j)	PAN Number	
k)	Trade License No.(Copy Enclose)	
L)	GST Registration	

Date :
Place

Signature of the Bidder
(company seal)

Jar

Enclosure III: Model Price Bid format

Sl. No.	Items	Rate in Rs. Per Kg/Piece as applicable
	Item catalogued in Annexure-I of the Notice referred to the above	

Rs..... (Rupees.....)(in words)

Date :
Place:

Signature of the Bidder
(company seal)

