



GOVERNMENT OF WEST BENGAL
OFFICE OF THE MEDICAL SUPERINTENDENT –CUM –VICE PRINCIPAL
NORTH BENGAL MEDICAL COLLEGE & HOSPITAL
SUSHRUTANAGAR, DARJEELING
Phone & Fax No. 0353-2585483 Email : nbmchmsvp@gmail.com

NIIT Memo No. –NBMC/ **4725**

Date : 12/08/24

AUCTION NOTICE for Disposal of condemned items of NBMC, Darjeeling

1. As per the provisions of the guidelines issued vide memo no. HF/O/TDE/906/SS-63/12 Dated – 24/08/2012 the undersigned is directed to notify that **a number of unserviceable goods as directed with declaration for condemned by the board**, are to be disposed to by sale to highest bidder “as is where is basis” and on “cash & carry” basis after inviting e- Tender of **Disposal of condemned items** for all 6 items or heads i.e. a) Iron b) Papers c) Glass d) Linen e) Wooden f) Plastic and others, on per kg basis. .

The Medical Superintendent cum Vice Principal of North Bengal Medical College & Hospital invites a seal bid from bonafide, resourceful individual/Firms **for Disposal of condemned items** through public auction as per the attached list with the following terms and conditions during the year 2024-2025.

The intending bidder may inspect the materials before the auction day on between 11.00 am to 3:00 pm in presence of concerned Assistant Superintendent/ any other nominated person by MSVP. Any dispute made afterward regarding quality of materials will not be entertained. No auction material will be shown before the date of auction.

The intending agencies/individuals must have to produce up to date valid Trade License, Professional Tax, GST Certificate, Pan Card and Credential certificate (of same type of work at any government medical college only) duly attested by the signatory authority, failing which the bidding may not be accepted.

Bidders have to submit all the above physically documents [hardcopy] mentioned in Sl no. - 2 on or before 06-09-2024 (between 11am-4pm) to the concerned authority at the tender drop box mentioning the technical bid & financial bid.

The H1 bidder will be selected, see the Annexure-II.

Auction amount as determined in auction process has to be deposited in cash/ D.D. in favor of "W.B.S.H.F.W.S. A/C N.B.M.C.H. ROGI KALYAN SAMITI" by the successful H-1 bidder to the cash section of N.B.M.C. & H., Darjeeling within the specified date & time mentioned in the acceptance order, failure to which will be treated as cancelled.

Decision of the auction inviting authority is final and auction granting authority reserves the right to cancel the auction at any point of time without assigning any reason.

2. General Information about the Tender : M.S.V.P. NBMC

- | | |
|---------------------------------|--|
| (a) Office of Issue | : M.S.V.P, NBMC, P.O. Sushrutanagar, Darjeeling. |
| (b) Place of opening the Tender | : Office of the M.S.V.P, NBMC, P.O. Sushrutanagar, Darjeeling. |
| (c) Address for communication | : Same as above (a) |
| (d) Time of completion | : 10 (Ten) working days from the date of Auction done |

3. Date and Time Schedule of Tender :

SL No.	Particulars	Date			Time
1.	Date of Inspection	13/08/2024	to	19/08/2024	11 a.m. To 4 p.m
2.	Date of uploading of documents online Publishing Date	20/08/2024			
3.	Date of Hoisting on Website	20/08/2024			
4.	Documents download start date on Website	20/08/2024			
5.	Date of Pre Bid Meeting with the intending bidders at the MSVP Chamber of North Bengal Medical College & Hospital, Darjeeling.	21/08/2024			
	Date of revised / changed NIT or specification upload or notifications after Pre-BID meeting	22/08/2024			
6.	Bid submission Start date	24/08/2024			
7.	Bid submission closing date	06/09/2024			
8.	Date of opening Technical Bids	09/09/2024			
9.	Date of technically Qualified Bidder (Bid A)	Will be informed later on			
10.	Date & place for opening for Financial Proposal (Bid B)	Will be informed later on			

4. In the event of any of the above – mentioned dates being declared as a holiday for the e-tender inviting authority, the bids shall be opened on the next working day at the schedule time.

5. The bid submitted should address to the tender inviting authority, i.e to the **M.S.V.P. North Bengal Medical College & Hospital.. P.O. Sushrutanagar, Dist Darjeeling.**
6. In the event of filling intending bidder may download the tender documents from the web [https://www. https://www.nbmch.ac.in](https://www.nbmch.ac.in) & necessary cost EMD (Rs. 15,000/-) to be submitted in favor of "**W.B.S.H.F.W.S. A/C N.B.M.C.H. ROGI KALYAN SAMITI**" bidder to the **cash section of N.B.M.C. & H.** through demand draft, and scanned copy of deposited of EMD should be submitted with Technical Bids.

• **Enclosures (stated below):-**

1. **Annexure-II:** Model Bid Application Form
2. **Enclosure-I:** Model Terms & Condition
3. **Enclosure-II:** Particulars of the Firm
4. **Enclosure-III:** Model Price Bid Format
5. **Part-III:** Model Sale Order
6. **Enclosure IV Part-IV:** Model format for Agreement with the Buyer
7. **Part-V:** Model Release Order
8. **Annexure-I:** list of item to be disposed.


12/08/24
Medical superintendent cum Vice Principal
North Bengal Medical College & Hospital

NIIT Memo No. – NBMC/ 4725/1(16)
Copy forwarded for information to :-

Date : 12/08/24

1. The District Magistrate, Darjeeling (with the request to display on Notice Board for wide circulation) .
2. The S.D.O., SILIGURI (with the request to display on Notice Board for wide circulation).
3. The A.E.O., SMP, SILIGURI (with the request to display on Notice Board for wide circulation)
4. The Principal, NBMC Sushrutanagar, Darjeeling
5. The C.M.O.H., Darjeeling
6. The Dy. Superintendent(NM), NBMC & H, Sushrutanagar, Darjeeling
7. The Accounts Officer, NBMC & H, NBMC Sushrutanagar, Darjeeling
8. The BDO, Matigara, Siliguri for display on Notice Board
9. The Post Master, Sushrutanagar for display on Notice Board
10. The Assistant Superintendent NBMC & H, Sushrutanagar, Darjeeling
11. The Head Clerk / Head Clerk – Cum – Accountant Sushrutanagar, Darjeeling
12. The Nodal Officer, Dist. Health & FW Samiti, Siliguri Mahakuma Parisad, Siliguri.
13. Official website www.nbmch.org
14. NOTICE BOARD NBMC
15. NOTICE BOARD, NBMC
16. File


12/08/24
Medical superintendent cum Vice Principal
North Bengal Medical College & Hospital

ALL THE BIDDERS ARE HEREBY REQUESTED TO GO THROUGH THE TENDER DOCUMENT VERY CAREFULLY BEFORE ONLINE SUBMISSION OF TECHNICAL AND FINANCIAL BID.

N.B.-

1. Rate will be invited via e-tender for all 6 items or heads i.e. a) Iron b) Papers c) Glass d) Linen e) Wooden f) Plastic and others, on per kg basis.
2. The TIA Board decides to keep the rate of each item as minimum basic rate [per Kg] as mentioned in **Enclosure-III:** Model Price Bid Format which will be the base rate/basic price as per previous & circumstantial experience.
3. All bidders must submit rate quote for all 6 items or heads, otherwise their candidature would be invariably cancelled.
4. The bidders will submit the bid along with essential documents mentioned in **Enclosure II: Particulars of the Firm.**


12/08/24
Medical superintendent cum Vice Principal
North Bengal Medical College & Hospital

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 Enclouser-I and undertake to comply with them.

I, the undersigned on 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.
- (b) No error, omission or misstatement or mis-description or printing mistake whatsoever and however 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.
- (c) 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.
- (d) 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)
- (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 establishment concerned while inspecting the goods as well as while executing their work.
- (f) 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) whether 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 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 the Government exchequer through T.R. 7 into receipt heas 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/GST/Sales Tax as per the Local 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/GST 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 dispose of cannot be taken up by the highest acceptable bidder, the remaining quantity may be offered to the nest 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 THR 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, as 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 materials 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 valued 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 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)**Any** 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 Sales 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 law 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
FORMAT FOR CHECK LIST**

NIT memo no NBMCH/_____ Date ____/____/202____

Name of the tenderer(BLOCK LETTER)_____

Full address(BLOCK LETTER)_____

Contact person related to the tender(BLOCK LETTER) _____

Date of Establishment of Firm_____ Phone No._____ Fax No._____

email ID_____

Sl. no	Items	Pl mark <input type="checkbox"/> Red Mark consider as mandatory submitting			Page No.
1.	Copy of PAN Card of the authorized signatory.	Yes	No	*	
2.	GST Registration Certificate	Yes	No	*	
3.	GST return (up to date)	Yes	No	*	
4.	Copy of Aadhaar Card of the authorized signatory.	Yes	No	*	
5.	EMD deposit Earnest money 15000/-	Yes	No	*	
6.	Trade License. (up to date)	Yes	No	*	
7.	IT return of Last 3 financial years i.e. 2020-21, 2021-22, 2022-23	Yes	No	*	
8.	P/L & Balance Sheet for last financial 03 year: 2020-21, 2021-22, 2022-23	Yes	No	*	
9.	Credentials details (Work-Order) of any government contracts executed during last 3 years in similar nature of work.	Yes	No	*	
10.	Affidavit of non-conviction affirmed before a Notary public/ First Class Judicial Magistrate/ Executive Magistrate (affidavit sworn after 01.04.2024)	Yes	No	*	
11.	Bank Details with Branch Name (MICR Code) & Account No	Yes	No	*	
12.	Any other Information which you consider necessary to furnish	Yes	No		

BOQ should be prepared in prescribe format in online.

Date :

Place :

Signature of the Bidder
Designation
Company seal

Enclosure III
Model Price Bid Format

Items Catalogued in Annexure-I of the Notice Referred to above			
Sl No.	Items	Base Rate	Rate in Rs Should be higher than base rate
1	a)Iron	<i>Rs 19 per kg</i>	
2	b) Papers	<i>Rs 08 per kg</i>	
3	c) Glass	<i>Rs 02 per kg</i>	
4	d) Linen	<i>Rs 25 paisa per kg</i>	
5	e) Wooden	<i>Rs 03 per kg</i>	
6	f) Plastic and others	<i>Rs 10 per kg</i>	

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

Date :

Place :

Signature of the Bidder
Designation
Company seal

PART III: Model Sale Order

Office of the.....

NIIT Memo No. –NBMCH/

Date :

To
M/s.....
.....
.....

**Sub: SALE ORDER VIDE TENDER NOTICE NO. NBMCH/
GOVERNING THE SALE OF UNSERVICEABLE AND OBSOLETE STORES
LYING IN.....**

With reference to the tender notice as given above, the Condemnation & Disposal Board set up by the undersigned, has evaluated the bids submitted and has selected the bid submitted by you in respect of the items as mentioned in Annexure A, as successful.

As per the Terms and Condition of the said tender, you are hereby directed to deposit the sale amount of Rs.....(Rs..... only) as given in your bid in a lump along with all applicable taxes and levies to the Government exchequer through T.R. 7 into receipt head of A/c 0210-Medical & Public Health-01-Urban Health Services-800-Collection from Other Sources-27-Other Receipts. The deposit is to be made to the(Treasury/RBI).

The receipt of the deposit made is to be submitted to this office by the.....(date) for collecting the 'Release order'.

You are directed to fill up the agreement on a non judicial stamp paper, sign it and provide it to the undersigned for his signature.

If the sale amount is not deposited or the signed agreement is not submitted within seven working days of receipt of this order, this sale order shall deemed to be cancelled without any further reference to you.

Signature & Office seal of the Head of Office

Enclosure IV

Part IV: Model format for Agreement with the Buyer

THIS SERVICES AGREEMENT is made theday of20.....

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

PART V: Model Release Order

Office of the.....

NIIT Memo No. –NBMCH/

Date :

To

M/s.....

.....

.....

Sub: RELEASE ORDER VIDE TENDER NOTICE NO. NBMCH/ DATED
GOVERNING THE SALE OF UNSERVICEABLE AND OBSOLETE STORES LYING
IN.....

With reference to the tender notice as given above, the Condemnation & Disposal Board set up by the undersigned, has evaluated the bids submitted and has selected the bid submitted by you in respect of the items as mentioned in Annexure A, as successful.

As per the Terms and Condition of the said tender, you have deposited (Rs.....
(in words.....Only)in response to sale order
No.....dated.....

Now this RELEASE ORDER is hereby issued to you for lifting the unserviceable goods as mentioned in Annexure A as per terms and conditions of the tender.

This Release Order will be cancelled if the lifting of the unserviceable goods as mentioned in Annexure A is not completed within 30 days of issue of this Release Order and all monies deposited by you, including Earnest Money, Security Money and Sale Money, will be forfeited without any further reference.

Signature & Office seal of the Head of Office