

BID DOCUMENT

Office of the Chief District Medical & Public Health Officer, Khurda

Memo No

Dated

Notice for Disposal of Condemned Goods

As per the provisions of the guideline issued vide letter no. 5427 dated 07/09/2019, the undersigned is notify that a number of unserviceable cold chain items as declared condemned by the committee as mentioned in annexure-f. are to be disposed of by sale to the Highest Bidder "**as is where is 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 form mentioned in Annexure-II subject to the terms & conditions given in enclosure I of Annexure-II.

Items catalogued In Annexure-I may be inspected on and from the date specified below In consultation With the undersigned.

All interested parties who wish to participate shall be required to deposit Rs. 2000/- (Rs. One Thousand) only as security deposit in the shape of Demand Draft payable In favour of ZSS NON NRHM Khurda along With the bid to the undersigned within the date specified below

Bid 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) Date(s) of Inspection From **04/11/2019 to 14/11/2019**

(b) Last Date of submission of Bid **15/11/2019 up to 12 Noon**

(c) Date of Opening of Bid **15/11/2019 up to 3 PM**

Enclosed: Annexure as stated

Chief District Medical Officer & Public Health Officer, Khurda
ANNEXURE-I: CATALOGUE OF ITEMS TO BE DISPOSED

Part A. List of Items to be sold of CDM & PHO Office Khordha

Item No.	Particulars of Goods	Quantity (Nos.)	Space / Location of goods	Offset Price per piece (Rs.)	Total Value (Rs.)	Remark (If any)
1	2	3	4	5	6	7
1	Ice Lined Refrigerator (Small)	10	CDM & PHO Office, Khordha	800	8000	Vest Frost - 140 lit & 144 lit., Haier (HBC) -70
2	Deep Freezer (Small)	5		600	3000	Vest Frost - 140 lit & 144 lit, Haier (HBD)- 116
3	Cold Box (5 lit)	5		120	600	
4	Cold Box (20 lit)	1		200	200	
5	Vaccine Carrier	89		30	2670	
6	Domestic Freeze	1		150	150	
					14620	

Part B. List of Items to be sold of Capital Hospital, Bhubaneswar

Item No.	Particulars of Goods	Quantity (Nos.)	Space / Location of goods	Offset Price per piece (Rs.)	Total Value (Rs.)	Remark (If any)
1	2	3	4	5	6	7
1	Ice Lined Refrigerator (Small)	13	Capital Hospital, Bhubaneswar	800	10400	Vest Frost - 140 lit & 144 lit., Haier (HBC) -70
2	Deep Freezer (Small)	10		600	6000	Vest Frost - 140 lit & 144 lit, Haier (HBD)- 116
3	Cold Box (5 lit)	3		120	360	
5	Cold Box (20 lit)	3		200	600	
6	Vaccine Carrier	243		30	7290	
7	Voltage Stabilizer	25		150	3750	
8	ICE Pack	700		2	1400	
						29800

ANNEXURE-II: MODEL BID APPLICATION FORM

(To be Issued on the letterhead of the Agency)

To,

The Chief District Medical & Public Health Officer Khurda

Sub: Sale of unserviceable cold chain items as declared condemned.

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 II are valid and binding upon me for the entire period of contract.

The Earnest Money Deposit to be deposited by me has been enclosed here with following particulars.

Demand Draft No

Dated

Amount: Rs. 2,000/- (Rupees One thousand only) Drawn on

Bank Branch In Favour of "ZSS NONNRHM KHURDA"

I give the rights to authority to forfeit the E. M. D deposited by me/us if any delay occur on my / agent's part within the stipulated period.

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

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

Enclosure I Enclosure Terms & 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 & 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 howsoever made or published whether In the catalogue or otherwise and no defects or faults In the goods shall annul the sale or be subject of any claim on the part of the bidder and no claim for compensation or otherwise be entertained by authority.
- (c) Further, authority shall take it for granted that the bidders have fully read and understood the language, spirit and objective of "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 handing, loading or other expenses (Including dismantling if permitted by authority)
- (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 date/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 authority.

(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 committee.
- (c) The decision for the acceptance / rejection of the rates offered by the bidders shall be communicated by the committee through a 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 committee
- (b) The committee 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) Permitted by Hospital to any person or persons other than THE Buyer whose names are mentioned in the release order.

(5) Security Deposit:

- (a) All the bidder shall pay a security deposit of Rs.2000/- through demand draft as mentioned in the notice in favour of ZSS, NONNRHM Khurda.
- (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 Committee 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) Identity Proof of the Bidder Like Xerox copy of PAN Card and Adhaar Card & Trade Licence If any.
- (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 deposits. If the liability of such tax (imposts) and / or duty is in doubt, the department shall have the right to call upon the buyer to make such provision as department may deem fit and proper to ensure the recovery of such taxes (imposts) and / or duty.

(7) Payment Clause:

- (a) The total payment has to be submitted through Demand Draft in favour of "ZSS NONNRHMKHURDA" In one lot only within 7 (seven) days of issue of sale order from the committee.
- (b) After receiving the D D of full payment of saleable items from the bidder only verified from the end of concerned PAO/TOs. The committee shall Issue 'Release Order' for clearance of the materials kept for sales.
- (c) In case of default by the bidder in payment of the full payment within the stipulated schedule. the Security Deposit held by the department on account of that bidder shall be forfeited & the bidder shall be liable to be debarred from the participation in all department auction for a period of 3 (three) months.
- (d) 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 highest bidder(s) at the price offered by the highest acceptable bidder.
- (e) The buyer shall not be entitled to re-sale any lot or part of 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 large & heavy items to be dismantled In the respective Departments shall be lifted by THE Buyer at their own expenses from authority s premises against full payment and within 10 (ten) days from the date of the 'Release Order Issued by authority, i e the order issued to the Buyer to lift the materials, failing which the 'Release Order shall be terminated by the Committee and the Committee shall entertain no claim, grievance or grudge on this account.
- (b) However, the Committee may, at its own sole discretion, extend the delivery period beyond 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 the prescribed free limit; The outstanding may be lifted within 20 days from the due date subject to payment 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 Committee.
- (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, whereas 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 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 Authority. Any Item lifted from the premises except the lifted in the sale release order shall be dealt with legal action by the Committee.
 - (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 anyone side of the lot as per the sole direction of the committee 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 THE Buyer held responsible.
 - (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 person. The bidder shall in such an event keep the Department indemnified from any demand, claims or proceedings made.
 - (l) The Department shall not 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 or 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 any other days being holidays observed

(9) Complaints & Delay

All bidding-related complaints should be referred to concerned Head of Office immediately by the parties concerned. Complaints pertaining to quality and quantity of material available for delivery, difficulties In lifting etc. should be referred directly to the authority by the concerned Buyer In case the complaint is not resolved at this level, the same should be escalated to Col/ector and OM, Khurda

(10) Governing Law:

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:

The court at Khurda shall have exclusive Jurisdiction in this matter

Date:

Place:

Signature of the Bidder

Designation

Company Seal

ENCLOSURE II: PARTICULARS OF THE FIRM

A	Name of the Firm	
B	Full Postal Address	
C	Cell No.	
D	Telephone No.	
E	Fax No	
F	Date of establishment of Firm	
G	Give details on any Government tenders 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	
K	PAN No. & Adhar Card No.	
L	Trade Licence No. (Please enclose a Copy of Licence) If any	

Date :

Signature of the Bidder

Place :

Designation

Company Seal

ENCLOSURE III: MODEL PRICE BID FORMAT

SI No.	Items	Rate in Rs.
1.	Items catalogued in Annexure-1 of the Notice Referred to Above	

Rs. (Rupees)(in words)

Date:

Place:

Signature of the Bidder

Designation

Company Seal