

NOTICE FOR SALE OF CONDEMNED ITEMS (NIT: MAY -15-16/ 01)

Sealed quotation is invited by **West Bengal Infrastructure Development Finance Corporation limited (WBIDFC Ltd.)** from eligible interested parties for **"Sale of Condemned Items"** of WBIDFC Ltd. lying at Registered Office of the Corporation situated at 36 A, Hemanta Basu Sarani, Kolkata - 700 001. **Last date of submission of quotation is 15.06.2015 within 02.30 p.m.** details of the items will be available at our website www.wbidfc.co.in > Tenders & News > Tenders.


**Estate Manager
(For WBIDFC Ltd.)**

BID DOCUMENT:

Dated. 25.05.15.

Notice for Disposal of Condemned Goods

This is to notify that a number of unserviceable goods as declared condemned by the appropriate authority, as mentioned in **Annexure -I**, are to be disposed of by sale to the Highest Bidder "as is where is basis" and on "cash and 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 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 Estate Manager/Executive Assistant (Accounts) of the Corporation.

All interested parties who wish to participate shall be required to deposit Rs. 1,000/- (One thousand only) as security deposit in the shape of Demand Draft payable in favour of 'WBIDFC Limited' along with the bid to the undersigned within the date specified below.

Bid shall be opened on the 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, without assigning any reason.

- Date(s) of Inspection: **From: 08.06.15. (11.30 A.M.TO 03.30 P.M)**
- Last Date of submission of Bid: **15.06.15. at 2.30PM**
- Date of Opening of Bid: **15.06.15 at 3.30PM**

Enclosed: Annexure As Stated

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**Signature & Office Seal
WBIDFC Ltd.**

ANNEXURE - I: CATALOGUE OF ITEMS TO BE DISPOSED

Annexure - I is enclosed for ready reference showing items to be disposed off.

Reserve price in aggregate is Rs.7, 375/-for the whole lot as per the annexure

4/2

WBIDFC Ltd.

Annexue - I

SL. No	Name of the Items	Quantity
1	Nokia Mobile (H.O)	01
2	Mobile Phone (Chairman)	01
3	BPL Telephone (Nahata Communication Pvt. Ltd.)	01
4	Mobile Phone (S.H.Mumtazuddin) MD & UC	01
5	Mobile Phone (S.H.Mumtazuddin) MD & UC	01
6	"Panafax" FAX (Plain Paper) M/C	01
7	Partner-ACS (TATA Make EPABX System (3-8) mode complete Partner KT - 18D, Partner KT - 6B	01
8	Voltas Air Conditioner M/C Split AC - 2TR	01
9	Highway Split A/C Machine	01
10	Vaccum Cleaner	01
11	Drum	01
12	Drum	01
13	Drum	01
14	Coffee Vending Machine (double option)	01
15	Coffee Vending Machine (double option)	01
16	Coffee Vending Machine single option)	01
17	Neon Sign Board	01
18	Neon Sign Board	01
19	Neon Sign Board	01
20	Server Compaq, Prosignia, 200 Pantium II ,300 MHz., 32MB. Ram 4.3 GB HDD intel,Pantium II ,300 MHz., 32MB. Ram 4.3 GB HDD	01
21	IBM M42 Black Slick Tower	01
22	HP office Jet 5510	01
23	Dot Matrix Printer (Epson)	01
24	3820 Desk Jet Colour Printer	01
25	3820 Desk Jet Colour Printer	01
26	Printer HP Leaser Jet - 2600, Print- 12	01

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ANNEXURE-II: BID APPLICATION FORM
(To be issued on the letterhead of the Bidder)

To
The Managing Director
WBIDFC Ltd.

Dated

Sir,

Sub: Sale of disposal of condemned goods.

I hereby certify that I have gone through the terms and conditions of mentioned NIT and Enclosure -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 Concerned Officer of the Corporation 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:

Signature of the Bidder

Place:

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Enclosure I: 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 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 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 90 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 WBIDFC.
- (c) The decision for the acceptance/rejection of the rates offered by the bidders shall be communicated by the Competent Authority of WBIDFC 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 Competent Authority of WBIDFC.
- (b) WBIDFC 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) WBIDFC shall be under no obligation to put up the lots individually or serially or in any other particular manner and WBIDFC reserves the right at its discretion to withdraw any lot or lots from sale at any time without assigning any reason thereof.
- (e) Selection process would be the sole discretion of WBIDFC and it cannot be overruled.

(5) Security Deposit:

- (a) All the bidders 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 entire amount within 7 working days of the receipt of 'sale order', then such 'sale order' shall be terminated by the WBIDFC and WBIDFC 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 (imposed) whether 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 (imposed) and /or duty is in doubt, the WBIDFC shall have a right to call upon THE Buyer to make such provision as WBIDFC may deem fit and proper to ensure the recovery of such taxes (imposed) and/or duty.

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(7) Payment Clause:

- (a) The total payment has to be submitted to WBIDFC in one lot only within 7(seven) days of issue of 'Sale Order'.
- (b) After receiving other documents/challan of full payment of salable items from the bidder duly verified from the end of concerned Officer, the Appropriate Authority 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 WBIDFC.
- (d) In case of default by the bidder in payment of the full payment within the stipulated schedule, the Security Deposit held by WBIDFC on account of that bidder shall be forfeited & the bidder shall be liable to be debarred from the participation in all WBIDFC 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 WBIDFC (Registered Office) and no delivery would be permitted by WBIDFC to any person or persons other than THE Buyer whose names are mentioned in the release order.
- (g) Payment should be made either through Demand Draft or Pay-Order

(h) Lifting Clause:

- (a) The sold Items/ materials including the in situ, large & heavy items to be dismantled in the respective Corporation 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, falling which the 'Release Order' shall be terminated by WBIDFC and WBIDFC shall entertain no claim, grievance or grudge on this account.
- (b) However, WBIDFC 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) The buyer shall lift only the item allowed in the sale release order issued by THE seller, any item lifted from the premises except those mentioned in the sale release order, shall be dealt with legal action by WBIDFC.
- (d) In case THE BUYER requires any service of facility from WBIDFC for dismantling loading or removing the goods. THE BUYER should carry out the activity under the supervision of WBIDFC.
- (e) The materials sold shall be removed by THE BUYER under the supervision of WBIDFC and no segregation of items from the sold lots shall be permitted.
- (f) For the purpose of removing the materials THE BUYER shall employ only his/their own personnel and shall keep WBIDFC fully indemnified against any claims for wage, injuries, compensation death etc.
- (g) 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 condition of the statutory regulations or rules and regulations applicable within WBIDFC's premises on the part of the bidders's /his representatives or employees resulting in death or injury to any person or damages to the property of WBIDFC 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 WBIDFC indemnified from any demand, claims or proceedings made.
- (h) WBIDFC 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 WBIDFC 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 WBIDFC.
- (i) Delivery shall be permitted only on production of sale release order issued by WBIDFC 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 where holidays are being observed.
- (j) 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 lots 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. 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.

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