



GOVERNMENT OF WEST BENGAL
D N DE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
12, GOBINDA KHATICK ROAD, KOLKATA -700046

Ref No . DHC/Estt.-215/2017/390/2021 E-mail: andeofficial@gmail.com Date:26-06-2021

NOTICE FOR DISPOSAL OF CONDEMNED ARTICLES

As per provision of the guideline issued vide Memo No. HF/O/TDE/906/55-63/12 Dated Kolkata the 24.08.2012, the Undersigned is directed to notify that a number of unserviceable goods as declared condemned by the board, as mentioned in Annexure – I (at 12, G. K. Road premises, Kolkata-46), 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 envelop from interested parties for sale of such items in prescribed bid application form mentioned in Annexure – II subject to the terms and conditions given in Enclosure – I, Enclosure II & III for bid document.

Items, catalogue in Annexure –I may be inspected on and from the date specified below in consultation with undersigned.

All interested parties who wish to participate shall be required to deposit 20,000.00(Rupees Twenty Thousand) only as security deposit in shape of Demand Draft in favour of D. N. De Homoeopathic Medical College and Hospital along with bid to the undersigned within date specific below.

Bid shall be opened on the date specific below in the office of the undersigned in presence of the bidders.

The undersigned reserves the right to accept/reject any bid, including highest bid without sharing any reason.

- | | |
|--------------------------------|---|
| a) Date(s) of inspection | : 01/07/2021 to 07/07/2021(11a.m. to 2 P.M.)
At 12, G. K. Road, Kolkata – 46 |
| b) Last date of submission bid | : 22/07/2021 up to 2 P.M.(Except Sunday and Holiday) |
| c) Date of Opening of Bid | : 23/07/2021 on 11 A.M. at the Chamber of the Undersigned |
| d) Place of Dropping Tender | : Tender Box, Office of the Principal, 12, G. K. Road, Kolkata – 46 |

ENCLOSURE: (stated below)

- Annexure –I: list of condemned Articles for Disposal
- Annexure –II: Model Bid Application Form
- Enclosure –I: Model Terms & Conditions
- Enclosure –II: Particulars of the firm
- Enclosure –III: Model Price Bid Format
- Part –III: Model Sale Order
- Part –IV: Model Format for Agreement with the Buyer

Sonekh 26.6.21
Principal & Administrator

D. N. De Homoeopathic Medical College & Hospital
12, G. K. Road, Kolkata – 46

Copy forwarded for information to:

1. The Directorate of Homoeopathy, Govt. of West Bengal, Swasthya Bhawan
2. IT Cell, Department of H& FW – with request to float this notice
3. DDO, D. N. De Homoeopathic Medical College & Hospital
4. Store Officer, D. N. De Homoeopathic Medical College & Hospital
5. Accountant, D. N. De Homoeopathic Medical College & Hospital
6. Head Clerk, D. N. De Homoeopathic Medical College & Hospital
7. Guard file, D. N. De Homoeopathic Medical College & Hospital

Sonekh 26.6.21
PRINCIPAL
D N De Homoeopathic Medical
College & Hospital
12, G.K. Rd, Kolkata-700046
Govt. of West Bengal

26/6/21

ANNEXURE-I

GOVERNMENT OF WEST BENGAL

D. N. DE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL

12, GOBINDA KHATICK ROAD, KOLKATA- 700046

E-mail: dndeofficial@gmail.comWebsite: www.dndeofficial.org

Contact No: 033 2328 2714

LIST OF CONDEMN ARTICLES FOR DISPOSAL

Sl No.	Name of the Item	Quantity (in piece)	Approx Weight(kg)
1			
2	Aluminium window with glass(4'x4') [broken]		
3	Alcohol meter[broken]	1	
4	Cement basin[damaged]	1	
5	Cistern (plastic body)[damaged]	1	
6	Classroom glass board [broken]	10	
7	Collapsible get[non functional]	1	
8	Commode (porcelain)[damaged]	1	
9	Computer CRT monitors (IBM&COMPAC) [non functional]	10	
10	Computer table[broken]	4	
11	CPU(IBM&COMPAC) [non functional]	3	
12	Digital router[non functional]	5	
13	Digital sphygmomanometer[non functional]	1	
14	Distillation unit(S/S)[broken]	1	
15	Dot matic printer[non functional]	1	
16	Dustbin(pedal, plastic) [broken]	1	
17	Dustbin(waste paper, plastic) [broken]	1	
18	Electric heater[non functional]	2	
19	Fibre door[broken]	1	
20	Four seater iron chair[broken]	20	
21	Glass bottles[used]	1	
22	Grill (4'x6') [broken]	1 bag	15kg
23	Grill get(3'x3') [broken]	3	
24	Hydrometer [broken]	1	
25	Iron/steel sink[broken]	2	
26	Iron/steel bed(adult)[broken]	4	
27	Iron/steel chair[broken]	8	
28	Iron/steel chair revolving[broken]	18	
29	Iron grill(3'x2') [broken]	3	
30	Iron rack(3'x6')[broken]	10	
31	Iron student desk with ply board top(double) [broken]	1	
32	Iron student desk with ply board top(single) [broken]	1	
33	Iron table with ply board top[broken]	8	
34	Iron window frame(4'x4') [broken]	4	
		7	

[Signature]
12/3/21

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ANNEXURE-I
GOVERNMENT OF WEST BENGAL
D. N. DE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
12, GOBINDA KHATICK ROAD, KOLKATA- 700046

E-mail: dndeofficial@gmail.com

Website: www.dndeofficial.org

Contact No: 033 2328 2714

Sl No.	Name of the Item	Quantity (in piece)	Approx Weight(kg)
35	Key board(computer) [non functional]	4	
36	Laptop(Lenovo) [non functional]	2	
37	Lesser printer Cartridge[non functional]	10	
38	Lesser Printer[non functional]	4	
39	LCD projector screen	1	
40	Long desk, wooden (5')[broken]	1	
41	Metallic body filter[broken]	1	
42	Metallic body Filter with cooler[non functional]	1	
43	Measuring cylinder[damaged]	3	
44	Mirror with plastic frame (1.5'x1') [broken]	1	
45	Overhead projection and screen[non functional]	1	
46	Optical usb mouse[non functional]	3	
47	Patient bed side locker[broken]	6	
48	Pepars, (non-official)used		130kg
49	Physical balance[broken]	2	
50	Porcelain basin[damaged]	4	
51	Scrap iron rod		270kg
52	Sieve, plastic(8")	16	
53	Speakers(computer) [non functional]	3	
54	Sprit lamp[broken]	5	
55	Steel almirah (5'X3') [broken]	1	
56	Steel almirah (6'X3') [broken]	11	
57	Steel chair[broken]	1	
58	Telephone receiver set[non functional]	7	
59	Test tube stand[broken]	1	
60	Three seater steel chair[broken]	1	
61	Type writer[non functional]	2	
62	UPS[non functional]	2	
63	Wooden chair[broken]	21	
64	Wooden dias[broken]	1	
65	Wooden door[broken]	29	
66	Wooden door frame[broken]	8	
67	Wooden Long bench(5')[broken]	7	
68	Wooden notice board[broken]	3	
69	Wooden Student long bench with desk[broken]	1	
70	Wooden table[broken]	9	
71	Wooden Stool(high) [broken]	3	

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ANNEXURE-I
GOVERNMENT OF WEST BENGAL
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72	Wooden wardrobe(4'x3'x2')[broken]		
73	Wire and cords[damaged]	2	
74	Wall clock[broken]		1kg
75	BP Instrument – aneroid type(non functional)	1	
76	BP Instrument – digital type(non functional)	3	
77	Stethoscope(non functional)	4	
78	Oxygen flow meter(non functional)	4	
79	Humidifier(non functional)	5	
80	Torch- metal body 3 cell(non functional)	2	
81	Torch – plastic body 2 cell(non functional)	1	
82	Wall clock(non functional)	4	
83	Steel dressing drum – medium size (non functional)	1	
84	Steel dressing drum – small size(non functional)	2	
85	Weighing machine(non functional)	2	
86	Needle cutter(electric)	1	
87	Sucker machine(non functional)	2	
88	Wooden almirah (6'x3')[broken]	1	
89	Iron grill (5.44'x7.80'x2.95') [broken]	1	
90	Oxygen stand[broken]	2	
91	Bowl stand[broken]	3	
92	X – ray view box[broken]	1	
93	Oxygen cylinder(non functional) [Type- B]	1	
94	Inverter(non functional)	4	
95	Battery of inverter(non functional)	1	
96	Inverter iron rack[broken]	21	
97	Wooden window(4.62'x1.31') [broken]	2	
98	Iron pipe(19') [damaged]	83	
99	Plastic pipe[damaged]	3	
100	Broken glass pane		30kg
101	Wooden bar(4.98x0.39'x0.32') [broken]		30kg
102	Wooden bar(3.54'x0.39'x0.32') [broken]	40	
103	Wooden stool[broken]	45	
104	Wet dry bulb Hygrometer(broken)	1	
105	Brass Blank Fortin's Barometer (broken)	2	
106	Hygrometer (broken)	1	
		2	

S/N 12/3/21

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ANNEXURE-II MODEL BID APPLICATION FORM

(To be issued on the letter head 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 by me has been enclosed herewith 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 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 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 1 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 handling, 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 saleable 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

permitted by Hospital to any person 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, 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 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

~~15. The Department shall not be held liable 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

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 Bankers 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 price bid format

Sl No.	Items	Rate in Rs.
1.	Item Catalogued in Annexure –I of the Notice Referred to above	

Rs.....

(Rupees.....)

Date:

Place:

Signature of the Bidder

Designation

Company seal

PART-III: MODEL SALE ORDER

Office of the

Memo no

Dated

Sub: sale order vide tender notice no..... dated governing the sale un serviceable and obsolete stores lying in

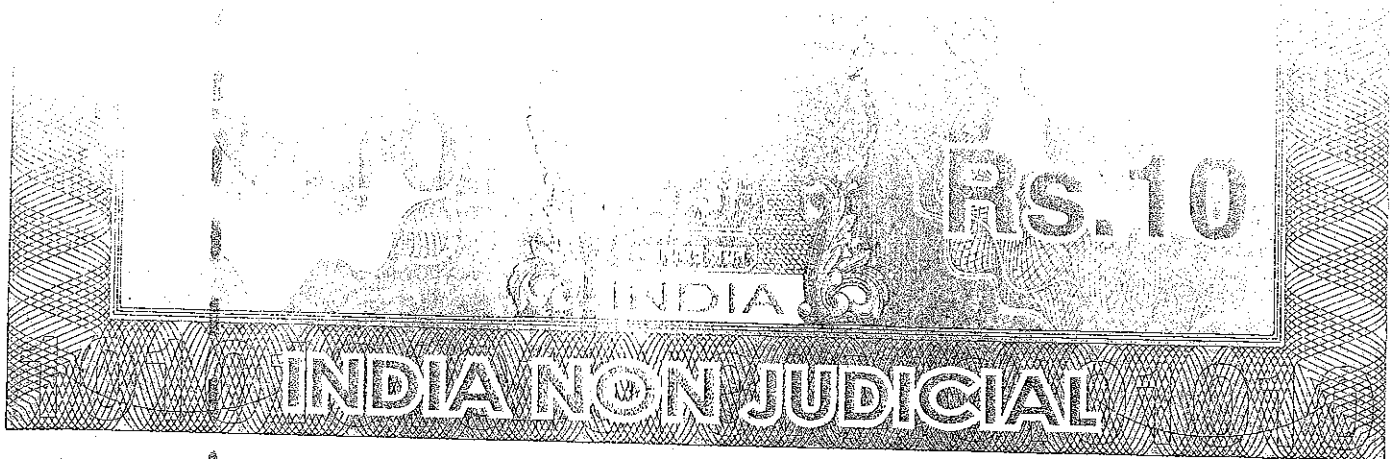
With reference to the tender notice as given above, the condemnation and disposal board setup by the under signed, has evaluated the Bids submit and has selected the Bid submit by you in respect of items as mentioned in annexure-1 as successful as per the terms and condition of the said tender, you are hereby directed to deposited the sale amount of Rs

.....(rupees only) as given in your bid in lump along with all application taxes and live to the govt .Exchequer through T.R-7 into receipt head of A/C 0210-Medical and Public Health -01-Urban Health Services-800-Orther receipt -006- Collection from other source-27- other receipts. The deposited is to be made to the..... (treasury/RBI) the receipt of the deposited made is to be submitted to this office by the..... (dated) for collection the release order.

You are direct to fill up the agreement on a non-judicial stamp paper, sign it and provide it to the under signed for his signature.

If the sell amount is not deposited or the signed agreement is not submitted within 07 (seven) working days of receipts of the order this sells order shall deemed to be cancelled without any further reference to you.

Signature and office seal of the head of the office



GOVERNMENT OF WEST BENGAL

30AB 512656

Part-IV: Model format for agreement with buyer

THIS SERVICE AGREEMENT IS MADE ON 18th JUNE, 2019 BETWEEN

- (1) Dr. SHYAMAL KUMAR MUKHERJEE (PRINCIPAL, D.N.DE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
12, GOBINDA KHATIK ROAD, KOLKATA – 700046, GOVERNMENT OF WEST BENGAL)
Hereinafter referred to as the First Party.
 - (2) M/s. ~~XXX~~ ENTERPRISE (name of the buyer) of 'ABC', DEF Road,
Kolkata – ~~XXX~~ Hereinafter referred as the Second Party.
- (A) The first party had called of open Bid for the disposal of unserviceable items as Per Annexure-I and the second party had participated in the said Bid, the first Party has accepted the Bid placed by the second party and will now sale said Goods on "As is where is and cash & carry" basis to second party, the second Party agree to buy the said unserviceable goods as proposed by the first party According to the Bid places by him (Second Party)
- (B) The Second Party has deposited to the whole sale amount in T.R.-7 challan as Per sales order.

- (C) The Second party also agree to lift the whole material as per Annexure-A of the Sale order "on" As where in Basis within 07(SEVEN) working days from the date of Receipt of the release order. The Second Party agree to vacate the Premises where The material in the material as per Annexure-1 where stored by employing his own Men and equipment and transport the same to his own warehouse/place of working at his own cost, all necessary document other than the sale/release order and gate pass, will be obtained from the relevant authorities by the Second Party.
- (D) The Second party agree to pay the first party the 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 materials as per Annexure-1 beyond a period of 07 (Seven) days from the receipt order.
- (E) If due to mistake or in inadvertence the Second Party has lifted any property of materials which was not included in Annexure-1, the sale will be returned to the first party by the second party as soon as any discrepancy is discovered by either the first of the second party.
- (F) In providing the service to the first party, the second party agrees :
- i) To exercise the 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.
 - ii) 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 Govt. of West Bengal.
 - iii) To comply with the reasonable requests of the first party or his representative.
- (G) The second party shall be wholly responsible for all tax and other similar contribution or taxes(Together "Taxes") which may be payable out of, or as a result of the receipt any fee or other moneys paid or payable to 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 with hold 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 any such Taxes which become payable by the first by paying the same within seven working days of the date of demand of payment is raised.
- (H) The Second party agrees to all the clauses of the tender documents and shall abide by them at all times.
- (I) The First Party agrees to providing all official assistants to ensure the smooth lifting of all the materials as per the sales/release order and Annexure-1 by the second party.
- (J) 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 be second party represent himself or hold himself our as an agent/employee of the first party and

shall not have any authority on behalf of first party, to concluded any contracts or incur any obligation or liability on behalf of or binding upon the first party, or to signed any document on the first party's behalf. 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:

- (I) Commits a serious breach of the item of this agreement which the party fails to remedy within 14 days of receipt of written notice from the first party specifying the breach and requesting specific remedy.
 - (II) Persistently neglects, fails or refuse for whatever reason to perform to satisfactions of the first party the service which are to be provided under this agreement.
 - (III) Becomes unfit to perform the services under this agreement or incapable of performing them adequately.
 - (IV) Or has broken the laws of the Land on performing the service under this agreement.
- (K) This agreement is governed and to be constructed in accordance with the Indian Laws and is each party agrees to submit to the exclusive jurisdiction of the Kolkata Courts as regards any claims or matter arising out of this Agreement.

AGREED by the Parties through their authorised signatories:

For & on behalf of the First Party

For & on behalf of the Second Party