



भारतीय लेखा परीक्षा एवं लेखा विभाग
कार्यालय - महानिदेशक, लेखा परीक्षा (केंद्रीय), कोलकाता
8, किरण शंकर रॉय रोड, कोलकाता - 700001



सत्यमेव जयते
Government Of India

No. IT Cell/E-Waste/2022-23/102

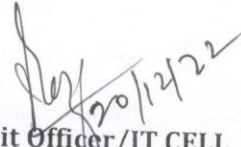
Date: 23/12/2022

TENDER FOR DISPOSAL OF DECLARED SURPLUS OR OBSOLETE OR UNSERVICEABLE COMPUTER ITEMS

Sealed tenders are invited from the interested Recyclers/ Re-processors for DISPOSAL OF DECLARED SURPLUS OR OBSOLETE OR UNSERVICEABLE COMPUTER ITEMS (herein referred as "items") as mentioned in the Annexure II on "As is Where is" basis.

Schedule of Tender:

1	Tender No.	No. IT Cell/disposal-surplus/2022-23/57
2	Tender Type	Limited
3	Tender Category	Sale
4	Reserved Price	Rs. 2500/- per device
6	Amount of Earnest Money Deposit	5,000/- (Rupees Five Thousand) Only
7	Last date and time of receipt of tender	04-01-2022 at 13:00 hours
8	Date and time of opening of tender	04-01-2022 at 14:00 hours
9	Venue	Office of the Director General of Audit (Central), Kolkata, 8 Kiran Sankar Roy Road Kolkata-700001


Sr. Audit Officer/IT CELL
O/o Director General of Audit (Central), Kolkata

GENERAL TERMS AND CONDITIONS

Sub: TENDER FOR DISPOSAL OF DECLARED SURPLUS OR OBSOLETE OR UNSERVICEABLE COMPUTER ITEMS

1. **Parties:** The parties to the contract are the vendor (The bidder to whom the order will be issued) and Office of the Director General of Audit (Central), Kolkata, 8 Kiran Sankar Roy Road Kolkata-700001
2. **Addresses:** For all purposes of the contract including arbitration there under, the address of the tenderer mentioned in the tender shall be final unless the tenderer notifies the change of address by a separate letter sent by registered post with acknowledgement due to the undersigned. The tenderer shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Tender Availability & Earnest Money Deposit:**
 - a) The tender form along with terms and conditions can be downloaded from the website <https://cag.gov.in/cen/kolkata/en/tenders>. No printed copies will be provided.
 - b) Earnest Money Deposit of **Rs 5,000/- (Rupees Five Thousand) only** must be deposited by the tenderers through an Account Payee Demand Draft/Banker's Cheque in favor of O/o DGA(C), Kolkata.
 - c) EMD is to remain valid for a period of forty-five (45) days beyond the final bid validity period.
 - d) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
 - e) Tenderer shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Government.
 - f) The tenders without the Earnest Money Deposit will be summarily rejected.
 - g) No claim shall lie against the Government Department in respect of erosion in the value or interest on the amount of Earnest Money Deposit.

4. **Preparation of Tender Documents:** SINGLE - BID SYSTEM:

- a) Tender documents in the following manner is to be prepared and the Tender should contain the documents as under:
- (i) Terms and Conditions Checklist (Annexure I) with all documents.
 - (ii) Price bid in the format (Annexure II).
- b) ***Tenderers are required to quote for the whole lot*** in the prescribed Tender forms (Annexure-II) and enclose the duly filled in and signed form in a sealed cover.
- c) The price quoted (tender) shall remain valid for a period of 90 days from the date of tender opening.
- d) Selection of highest bidder will be made based on total price offered for each of the Groups individually/separately.
- e) Tender should be superscribed on the top of the sealed envelopes as “TENDER FOR DISPOSAL OF DECLARED SURPLUS OR OBSOLETE OR UNSERVICEABLE COMPUTER ITEMS”
- f) The envelope containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted. All the envelopes must be sealed and the Tender No. and Due date of opening must be superscribed thereupon. Name and address of the tenderer must also be indicated on each envelope. In case of non-submission of the bids as above, the tender shall be treated as ‘Disqualified’.

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have the authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

6. N.B:

- (a) In case of partnership firm, a copy of partnership agreement or general power of attorney duly attested by a Notary Public, should be furnished on a stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender
- (b) In case of partnership firm, where no authority to refer disputes concerning the business of partnership has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (c) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if on enquiry it appears that the persons so signing had no authority to do so, the competent authority may without any prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (d) **The tenderer should sign and affix his/her firm's stamp at each page of the tender** and all its annexure as acceptance of the offer made by the tenderer will be deemed as contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER. The duly signed NIT should be attached to other tender documents without fail.**
Tenders received without duly signed/stamped tender form will be rejected.

7. Submission of Tender documents: Tenders should be addressed to :

Senior Audit Officer (IT CELL),

O/o Director General of Audit (Central)

Kolkata

8 Kiran Sankar Roy Road KOLKATA-700001

8. Opening of Tender:

The tenderer is at liberty either himself or to authorize a representative (**not more than one**) to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and a proof of identification on the date and time indicated in the "Schedule of Tender". The Tender will be opened and read out in the presence of tenderer's representatives. If the tenders could not be opened at the given time and date due to unforeseen circumstances, the tenders will be opened on next working day at the same time/ venue.

9. Criterion for Evaluation of Tenders:

The evaluation of the tenders will be made on the basis of technical information and financial information furnished in form given in Annexure-II. It must be kept in view that no decision will be given by the Tender Evaluation Committee and any inferences drawn during the meeting of this committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed.

10. Right to decide the tender:

The Director General of Audit (Central), Kolkata reserves all rights to reject any tender including those tenderers who fail to comply with the instructions without assigning any reasons, whatsoever and does not bind itself to accept any specific tender. The decision of the DGA(C) in this

regard is final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvas will prejudice the Tenderer's quotation. Any attempt on the part of the tenderer to influence in any way for acceptance of his tender will render for rejection. The decision of this office shall be final on any matter of dispute arising out of this tender.

11. Communication of Acceptance:

The successful tenderer will be informed of the acceptance of his tender by post and e-mail.

12. Scope of work:

Disposal of surplus/obsolete office equipment is to be made from O/o the Director General of Audit (Central) Kolkata, 8 Kiran Sankar Roy Road KOLKATA-700001.

13. Time Schedule:

- a) **Completion period:** The successful tenderer shall be required to **make full payment (quoted price in the tender minus the EMD of Rs. 5,000/-) by an Account Payee Cheque in favour of DDO, O/o the Director General of Audit (Central), Kolkata within 5 working days of the acceptance of the tender.**
- b) **The tenderer shall lift all the items from the disposal site to his premises within 5 working days after making the payment as above.**
- c) On failure to do so, tender inviting authority shall have the right to forfeit the entire amount of the bidder including the EMD and dispose the items to the alternate bidder.
- d) The vendor has to submit the details of all the items collected from this office after the completion of the work or 7 days whichever is earlier. This office will not bear any transportation or handling charges for this.
- e) The successful tenderer shall take the responsibility to set right any damages caused during lifting of the materials, to the satisfaction of the concerned authority. On failure to do so, this office shall have the right to forfeit the entire amount of the tenderer and dispose the items to alternate tenderer.
- f) During the currency of the tender, additional condemned hardware if any should be lifted by the successful tenderer at the rates quoted or higher rates that may be applicable at the time of lifting, as the case may be.
- g) The hardware being disposed of is only for recycling or reuse. The use of the lifted items in any other form will lead to appropriate legal action. The hard drives in the CPUs should be drilled into or crushed beyond usage before lifting. The successful tenderer will be responsible to ensure this action.

14. Arbitration:

If any difference arises concerning, this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 90 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a sole Arbitrator to be appointed by the O/o the Director General of Audit (Central). Such request shall be accompanied with a panel of names of three persons to act as a sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at Kolkata and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules frames there under and in force shall be applicable to such proceedings.

For any clarification, please contact at following nos.:

Shri. Sujit Kumar Ray, Senior Audit Officer (IT CELL), O/o Director General of Audit (Central) Kolkata, 8
Kiran Sankar Roy Road KOLKATA-700001 [033-2254 0221 Ext. 221]

ANNEXURE – I

TERMS AND CONDITIONS CHECK LIST

(To be submitted along with the Bid)

Sl. No	Terms and conditions	Remarks
1.	Name of the Tenderer / concern and address	
2.	Contact Number (s)	
3.	e-mail Address	
4.	Whether each page of NIT and its Annexures have been stamped and signed	
5.	Earnest Money Deposit Details	
	Banker's Cheque / Demand Draft	
	Number	
6.	Nature of the Concern Sole / Partnership / Company	
7.	Documents attached in respect of nature of the concern	
8.	Details of any other information (i.e. copies of the Trade license, PAN, GST).	
9.	Whether the tenderer agrees to the general terms and conditions mentioned in the NIT	

UNDERTAKING

1. I /We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Date:

Signature of the tenderer.

PRICE BID

TENDER FOR DISPOSAL OF DECLARED SURPLUS OR OBSOLETE OR UNSERVICEABLE COMPUTER ITEMS

Name and Address of the Tenderer:

Telephone No.:

I/we have inspected the obsolete/ used items related to the computers and peripherals and am/are interested to purchase the same on “**AS IS WHERE IS**” basis. My/Our offer for the items is given below:

SURPLUS OR OBSOLETE OR UNSERVICEABLE COMPUTER ITEMS

Sl. No.	Quantity/weight/Size	Quantity	Condition	Offer Price
1.	CPU + Monitor + Keyboard DELL OptiPlex 390-OS	20	Working	
2.	CPU + Monitor + Keyboard HP 8300	10	Working	
3.	CPU + Monitor + Keyboard hp406-M0f93pc	5	Working	
4	CPU + Monitor + Keyboard DELL Inspiron	4	Working	
5	CPU + Monitor + Keyboard DELL Vostro	1	Working	
6	CPU + Monitor + Keyboard HP ProDesk 600 G2 MT	2	Working	
	Total Desktop Systems	42	42 Working	Rs.

Our total offer for all items is Rs..... (Rupees)
)

Note: The number of items mentioned above may vary.

Signature of tenderer

I/We have gone through the terms and conditions given in the tender documents and agree with the same. I/We understand that in the event of non-compliance of the terms and conditions of the tender, my/our EMD shall be forfeited by The Director General of Audit (Central) Kolkata, 8 Kiran Sankar Roy Road KOLKATA-700001.

Signature of the tenderer with date stamp of the firm.