

प्रगत संगणन विकास केंद्र, कोलकाता  
CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, KOLKATA

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय की वैज्ञानिक संस्था, भारत सरकार  
A Scientific Society of the Ministry of Electronics and Information Technology, (MeitY) Govt. of India



Ref: C-DAC(K)/MMG/STR/DISPOSAL/11/23-24/  
Date: Oct 28, 2024

प्लॉट - ई 2/1 ब्लॉक- जीपी, सेक्टर-V  
सॉल्ट लेक, इलेक्ट्रॉनिक्स कॉम्प्लेक्स,  
बिधाननगर, कोलकाता-700 091, भारत  
फोन / Phone +91-33-23579846 / 5989  
फैक्स / Fax : +91-33-2357 5141  
Plot - E-2/1, Block-GP, Sector-V  
Salt Lake, Electronics Complex,  
Bidhannagar, Kolkata-700 091, India  
ISO 9001 : 2015 Certified  
www.cdac.in



ENQUIRY DOCUMENT

Sub: DISPOSAL OF OLD, OBSOLETE & UNSERVICEABLE ITEMS ON AS IS WHERE IS BASIS AT C-DAC, KOLKATA

Dear Madam/Sir,

1. CDAC Kolkata invites quotation in hard copies in sealed envelope from you for "DISPOSAL OF OLD, OBSOLETE & UNSERVICEABLE ITEMS ON AS IS WHERE IS BASIS AT C-DAC, KOLKATA".
2. Detailed terms & conditions of the Enquiry document is attached herewith in **Notice Inviting Tender**.
3. Prices shall be quoted on format as per Annexure – I of NIT enclosed.

**Notes:**

- (i) *The successful bidder shall convey the acceptance of such Purchase/work order in writing as a token of acceptance within 03 (Three) working days from its date of issuance.*
- (ii) *Unconditional acceptance of the Purchase/ Work Order issued by CDAC Kolkata shall constitute a binding Contract between CDAC Kolkata and shall come into effect on and from the date of the acceptance of the same.*

May please be acknowledged.

Purchase Officer

Encl: As above.

  
क्रय अधिकारी Purchase Officer  
सी-डैक कोलकाता C-DAC Kolkata  
भारत सरकार Govt. of India

**TENDER SUBMISSION**

1. The duly filled up tender document in all aspects shall be submitted with in the stipulated time in **SEALED ENVELOPE only**.
2. While sending tender, it must be clearly indicated on the envelope "TENDER FOR DISPOSAL OF OLD, OBSOLETE AND UNSERVICEABLE ITEMS."
3. Every page of this Tender document shall be signed and stamped (if applicable) by the bidder or his/her authorized representative and the tender form can be deposited at C-DAC Kolkata premises only. **Tenders received without duly signed & stamped shall be rejected.**
4. Tenders sent by post shall also be accepted if received in due time.
5. The offered price shall be exclusive of GST should be mentioned in Indian currency, both in figures and in words. In case of discrepancy between the amount expressed in words and that expressed in figures, the amount expressed in words shall be taken as final.
6. The purchase price is to be offered for all the items in one lot irrespective of number in the enclosed **pro-forma of PRICE BID at ANNEXURE-I**. Cost offered in part will not be accepted.
7. The tenderer should sign and affix his / her firm's stamp on 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.
  - 7.1 The bidder shall submit the following:
    - 7.2 Copy of PAN Card
    - 7.3 Copy of Address proof (viz. Aadhaar card/ driving license/ voter card)
8. The bidder must be submitted the followings:
  - 8.1 Copy of Registration Certificate for disposal of **E-waste issued by the Statutory Authority** and under the purview of **E-waste (Management) Rules, 2016** or as applicable.
  - 8.2 Notarized copy of valid registration certificates issued by the State (or Union Territory) Pollution Control Board (SPCB).
  - 8.3 Notarized copy of the valid registration certificate from CPCB (or MoEF), in case of lead acid batteries, used/waste oils and nonferrous metal wastes disposal, as applicable.
  - 8.4 No Objection Certificate (NOC) from the concerned SPCB, with whom the buyer is registered, to C-DAC Kolkata, in case of a sale involving inter-state movement of goods.
9. **Tender form filled in pencil, overwriting, illegible or erased will not be considered.**
10. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER (NIT).**
11. Tender will be opened on **08 Nov 2024 at 11.00 A.M. at the Premises of C-DAC, Kolkata** at Plot E2/1, Block-GP, Sector -V, Bidhannagar, Kolkata-700 091. The interested bidder or his authorized representative can participate.



*[Handwritten Signature]*  
28/10/24

I/We accept the above terms and conditions.

Seal and Signature of the Authorized Signatory of the Bidder.

Tender No :C-DAC(K)/MMG/STR/DISPOSAL/11/23-24/

Dated : 28 Oct, 2024

**NOTICE INVITING TENDER**

Centre for Development of Advanced Computing (C-DAC), Kolkata (A Scientific Society under the Ministry of Electronics & Information Technology (MeitY), Government of India) invites tenders for "DISPOSAL OF OLD, OBSOLETE & UNSERVICEABLE ITEMS ON AS IS WHERE IS BASIS" in one lot irrespective of number.

- ✓ Unconditional acceptance of Disposal Order issued by C-DAC Kolkata by the Successful bidder (on participation into the tender process) shall constitute a binding Contract between C-DAC Kolkata and the Successful bidder.
- ✓ C-DAC Kolkata reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of Work order, without assigning any reason thereof. The value of such material, if paid for, shall be refunded.
- ✓ C-DAC Kolkata shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale.

**ENCLOSURES**

ANNEXURE-I: CONSENT LETTER/ UNDERTAKING FOR 'ACCEPTING TO PURCHASE OF OLD, OBSOLETE & UNSERVICEABLE ITEMS ON "AS IS WHERE BASIS IS"'.  
28/10/24

**CRITICAL DATES**

- |  |  |
|--|--|
| A. LAST DATE OF BID SUBMISSION:          | 07 Nov 2024 WITHIN 6.00 PM.  |
| B. DATE OF BID OPENING:                  | 08 Nov 2024 AT 11.00 AM.   |
| C. PLACE OF BID SUBMISSION & OPENING:    | Centre For Development Of Advanced Computing, Kolkata (C-DAC), Plot - E-2/1, Block-GP, Sector-V, Salt Lake Electronics Complex, Bidhannagar, Kolkata - 700 091                     |
| D. INSPECTION OF DISPOSAL ITEMS:         | Before submission of bid (on any working day) from 11.00 AM to 15.00 PM as per C-DAC, Kolkata norms after communication with Stores-In-Charge, C-DAC, Kolkata, Phone: 03323574998. |
| E. CONTACT PERSON FOR ANY CLARIFICATION: | Stores In-Charge, C-DAC Kolkata<br>Phone: +91-33-23574998.   |



I/We accept the above terms and conditions.

Seal and Signature of the Authorized Signatory of the Bidder.

### PAYMENT TERMS

12. Payment shall be made to C-DAC Kolkata in form of **Pay Order/ Demand Draft/ Banker's Cheque/ through NEFT only**. Bank / payment details of C-DAC Kolkata shall be provided to the successful bidder soon after award of order to the bidder in writing, if requested.
13. **H1 bidder should deposit 100% amount of quoted value within next 05 working days after issuance of Order from C-DAC Kolkata.**
14. No item shall be released from C-DAC Kolkata since full payment is made by the H1 Bidder.
15. **NO PART PAYMENT IS ACCEPTED AT ANY CIRCUMSTANCES.**
16. The **Bidder shall entirely be responsible for payment of all other taxes, stamp duties etc.** so as to be free from all statutory encumbrances.
17. C-DAC, Kolkata shall include all applicable Govt. taxes while placing Work Order on selected bidder. However, any increase/decrease on Govt. duties / taxes shall be applicable on quoted rates/ bid value.

### GENERAL CONDITIONS

18. Any statutory variations in the rate of taxes/duties are to be borne by the purchaser. **GST rates indicated in the Tender Advertisement are only indicative and the actual GST rates as applicable on the date shall be payable by the successful bidders directly to the seller at the time of taking delivery of materials.** In order to avoid the imposition of penalty, the amount deposited by the successful bidder towards taxes and duties will be immediately deposited with the concerned tax authorities without waiting for the actual delivery.
19. The C-DAC, Kolkata reserves the right to accept or reject any or all the offers of tenders without assigning reasons thereof.
20. In case of any dispute, the decision of the Centre Head, C-DAC, Kolkata shall be final and binding on all parties.
21. **GOVERNING LAW:** This Contract shall be governed by, and interpreted under, the laws of the Republic of India and Courts at Kolkata, India shall have exclusive jurisdiction to try, entertain and decide the matters arising out of and in relation to the Contract.
22. **DISPUTE RESOLUTION:** In the event of any dispute or difference arising out of or in connection with this Contract, the same shall be initially tried to be settled amicably by mutual consultation for a period of 30 days. Upon failure to settle the disputes amicably, the dispute shall be referred, within 60 days, to a sole arbitrator as mutually agreed between the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 (as amended up to date). The seat of arbitration shall be Kolkata and the proceedings shall be conducted in the English language.
23. **COMPLIANCE WITH LAWS:** Each Party will comply with all applicable laws, rules and regulations in its performance of this Contract.
24. **MODIFICATION AND WAIVER:** No modification to this Contract, nor any waiver of any rights, will be effective unless agreed to in writing and signed by the Parties. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.



*Santosh Kumar*  
28/10/24

I/We accept the above terms and conditions.

Seal and Signature of the Authorized Signatory of the Bidder.

25. **RELATIONSHIP OF PARTIES:** The Parties are independent entities. Under no circumstances will the employees of one Party be deemed the employees of the other Party. This Contract does not grant authority for either Party to act for the other in an agency or other capacity on the behalf of the other Party. The relationship of the parties shall be on a principal to principal basis notwithstanding any of the understandings as referred to above.
26. **PUBLICITY:** The parties will not make any public statement, including but not limited to, press releases or public announcements, referencing the relationship established under this Contract without prior consultation with and written approval by the other, except as required by law.
27. **CONFIDENTIALITY OF CONTRACT:** Each Party agrees that the specific terms and conditions of this Contract will also be treated as confidential information and that no disclosure thereof will be made in any form without the prior written consent of the other Party, except (i) as required by applicable disclosure laws; (ii) to accountants, banks, financing sources, lawyers and related parties subject to a duty not to disclose to others; or (iii) in connection with the enforcement of this Contract.
28. **ENTIRE CONTRACT:** This Contract, sets forth the entire contract and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written contracts, arrangements understandings, representations, conditions and all other communications relating thereto.
29. C-DAC, Kolkata reserves the right to modify any of the terms and conditions mentioned above related to and during this contract.
30. In case, Successful bidder commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence and security risks, C-DAC Kolkata will be liable to take appropriate disciplinary action against the bidder, including their removal from site of work, if required by this office, within 02 days of being brought to their notice.
31. **ARBITRATION:** In the event of any dispute or difference between the Parties in respect of any matter relating to or arising out of this Agreement/Contract/Tender, they shall endeavor to negotiate a mutually satisfactory solution. If solution cannot be reached within a reasonable time, the said dispute or difference shall be referred to a sole arbitrator to be appointed by the Director of C-DAC, Kolkata Centre, Kolkata. The arbitration proceedings shall take place in Kolkata and be conducted in English language and governed by the provisions of the Arbitration and Conciliation Act, 1996.
32. **INDEMNIFICATION:** The, Successful bidder shall keep the Office of C-DAC Kolkata indemnified against all claims what so ever in respect of the employees deployed by him. In case any employee of the successful bidder so deployed enters in dispute of any nature whatsoever, it shall be the sole responsibility of the successful bidder to contest the same. In case C-DAC Kolkata is made a party and is supposed to contest the case, the successful bidder shall reimburse to C-DAC, Kolkata, the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the successful bidder to C-DAC Kolkata, on demand. The successful bidder shall ensure that no financial or any other liability comes on C-DAC Kolkata, in this respect of any nature whatsoever and shall keep office of C-DAC Kolkata, indemnified in this respect. The provision shall also apply to the assignee(s) as the case may be.
33. **FORCE MEJURE:** In the event that shifting/ movement of items is unable to fulfil its obligation under the work order issued, owing to Force Majeure situations like war, major fire, major earthquake, flood, embargoes, act of terrorism, rebellion, labor strikes. Political disturbances, other acts beyond the reasonable control of the parties, successful bidder shall promptly notify C-DAC Kolkata in writing

I/We accept the above terms and conditions.

Seal and Signature of the Authorized Signatory of the Bidder.



*Signature*  
28/10/14

of such condition and the cause thereof. Unless otherwise directed by C-DAC Kolkata in writing, successful bidder shall continue to perform its obligations as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Force Majeure is to be limited to both the successful bidder and C-DAC Kolkata.

34. **JURISDICTION:** All disputes and differences are subject to the jurisdiction of the courts situated in Kolkata.

#### SPECIAL CONDITIONS

35. The tenders **will be summarily rejected for the following:**
- Not sealed or not in the enclosed pro-forma/Price Bid or
  - Not accompanying consent letter or
  - Not enclosing e-waste certificate or
  - Not enclosing copy of PAN CARD or
  - Received after due date and time.
36. **Work Order will be issued to the H1 bidder.** Failing to abide by with the terms & conditions of the work order shall deemed to cancel the entire process without any further intimation to the successful bidder.
37. The Work order shall be issued to the successful bidder(s) notifying the amount and schedule of submission of payments.
38. **On issuance of Work Order issued in this regard, the successful bidder shall deposit the total amount at C-DAC Kolkata and submit the money receipt/ payment acknowledgement from C-DAC Kolkata to the Stores In-Charge prior to initiate the movement/ shifting of items from C-DAC Kolkata in one lot irrespective of numbers.** The items shall remain, in every aspect, at the risk of the buyer from the time of acceptance of work order. C-DAC Kolkata shall not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Lots are put up for sale, subject to change by nature's wear and tear. No complaint regarding the quality or description of the materials sold will be entertained once the bid has been accepted.
39. The successful bidder shall take away the items on his own risk and cost and shall be responsible for safe and appropriate use/disposal of the items as per the laws of the land.

#### MOVEMENT/ SHIFTING OF ITEMS

40. **Delivery/movement/shifting of items shall be taken within 05 (five) working days** from the date of issuance of work order (excluding the date of issuance of the Work Order).
41. If the successful bidder does not lift the items within the stipulated time and in any way refuses to honor the offer, the work order thus issued shall be deemed cancelled. Other actions like banning of business dealing with C-DAC, Kolkata and resale of goods in question to other bidder without any further intimation.
- 44.1 If the purchaser is not able to lift the material within the stipulated period, may request for an extension. Such extensions are generally granted by the sole discretion of C-DAC Kolkata
42. The delivery of material will be given only after realization of the payment by C-DAC Kolkata.

I/We accept the above terms and conditions.



Seal and Signature of the Authorized Signatory of the Bidder.

43. Removal and transportation of materials shall be done only during working hours of C-DAC, Kolkata. **No materials shall be allowed to go out before 9.00 am or after 5.00 PM on week days.** Similarly, no materials will be allowed to go out on Saturdays, Sundays and Holidays.
44. The material shall be collected by the successful bidder at his own cost and risk and arrangements altogether. C-DAC Kolkata shall not at all be responsible for such movement/ shifting of items.
45. It is preferred to move/ shift all items in one lot at a time from C-DAC Kolkata for easement of delivery.
46. The work shall be done without damaging the premises / roads / drains / etc. The buyer shall make good the damages, loss, etc., in the event of any occurrence otherwise.
47. The personnel deployed by the successful bidder at C-DAC Kolkata for the disposal action (job) shall strictly obey the Safety Rules in force in operating at C-DAC Kolkata.
48. No picking, choosing, sorting, welding, cutting or breaking of goods or materials disposed off shall be permitted. In used/waste oil, separation of oil and water, and so on, shall not be allowed at the premises of C-DAC Kolkata.
49. If whole machinery is disposed to the bidder, cutting and breaking of the same in convenient sizes/ shapes may be allowed after receiving prior permission from C-DAC Kolkata.
50. All documents for releasing materials/ items will be made out in the name of the successful bidder only.
51. The material will be delivered only to the successful bidder or his authorized representatives against suitable power of attorney or authorization letter for **each lot separately, duly attested** to lift/ move the material from the C-DAC Kolkata premises.
52. C-DAC Kolkata or the successful bidder shall not be, in any way, responsible for failure to deliver the material due to causes beyond his control such as a strike, lockout and cessation of work by laborers, shortened hours, act of God or other causes or other contingencies and/or events of Force Majeure, whatsoever.



*Signature*  
28/10/23

I/We accept the above terms and conditions.

Seal and Signature of the Authorized Signatory of the Bidder.

ANNEXURE-I

CONSENT FOR ACCEPTING TO PURCHASE OF OLD, OBSOLETE & UNSERVICEABLE ITEMS ON "AS IS WHERE IS BASIS"

To  
Chairman,  
Disposal Committee,  
Centre for Development of Advanced Computing (C-DAC), Kolkata  
Plot E2/1, Block-GP, Sector -V, Bidhannagar, Kolkata-700 091

Sub: Disposal of old/obsolete unserviceable items of ANNEXURE-I of C-DAC, Kolkata invitation of Quotations, regarding.

Sir,

- I/we \_\_\_\_\_ (Name) from \_\_\_\_\_ (Company Name) am/are willing to purchase of **Unserviceable/Condemned Items**. This tender document of C-DAC, Kolkata in response to tender enquiry letter No: C-DAC(K)/MMG/STR/DISPOSE/11/23-24/ dated \_\_\_\_\_ 2024 and hereby offer a maximum disposal value of Rupees(INR)Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as per the details bellows :-

- (i) Offer Price : Rs. \_\_\_\_\_
- (ii) GST @5% : Rs. \_\_\_\_\_
- (iii) TCS @ 1% :Rs. \_\_\_\_\_

Total : Rs. \_\_\_\_\_

- I/we \_\_\_\_\_ (Name) from \_\_\_\_\_ (Company Name) agree to the terms of this bid document and if I/We fail to comply with all or any of the terms and conditions with whole or in part laid down in this tender referred to above which would constitute and have the force of a contract between us and C-DAC, Kolkata if I/We are declared as successful tenderer:

"It is certified that the firm M/s..... has not been blacklisted by any Central/State Govt. Organization/ DGS&D/ NICS/PSU." (Bids without above undertaking will not be considered).

2. I/We have carefully read the terms and conditions of the offer and agree to abide by these in letter and spirit. The decision of Centre Head, C-DAC, Kolkata on any dispute related to and /or arising out of the offer shall be binding on me/us.

Signature: \_\_\_\_\_

[With Rubber Stamp of the Bidder]

Date: \_\_\_\_\_



I/We accept the above terms and conditions.

Seal and Signature of the Authorized Signatory of the Bidder.