

ISSUED TO
M/S _____

TENDER DOCUMENT

FOR

**SALE OF OBSOLETE COMPUTER HARDWARE AND ITS PERIPHERALS ON AS
IS WHERE-IS BASIS FROM
CENTRAL BANK OF INDIA
REGIONAL OFFICE LUDHIANA AND BRANCHES UNDER REGIONAL OFFICE
LUDHIANA**

**OFFICE OF THE
SENIOR REGIONAL MANAGER
CENTRAL BANK OF INDIA, R.O. K.P. COMPLEX,
NEAR HOTEL PARK PLAZA, FEROZEPUR ROAD, LUDHIANA.**

DETAILS OF TENDER

TENDER FOR THE

1. Details of work to be done : Sale of old obsolete computer hardware and its peripherals such as mouse/ keyboard /monitors etc. etc.
2. Form of Contract : SALE OF OBSOLETE COMPUTER HARDWARE AND ITS PERIPHERALS CENTRAL BANK OF INDIA REGIONAL OFFICE LUDHIANA AND BRANCHES UNDER REGIONAL OFFICE LUDHIANA
3. Period of contract / Time of completion : 45days from the issuance of tender to on concerned party to pick up e-waste time of Completion
4. Last Date & time for receiving: of sealed tender. 28/02/2022 at 03:00 p.m.
- 5.. Place and date of opening : 04/03/2022 at 3:30 p.m. in the of tender Regional Office, Central Bank, K.P. Complex, Near Hotel Park plaza, Ferozepur road, Ludhiana.
6. Deposit of cost of e-waste : Will be deposited in the branch/office E-waste is picked up.
7. Time of submitting of : On the same day before picking up e. Cost . E-Waste
8. Sale Authority in Regional : Sale Committee of Regional Office & Office and branches Sale committee of Branches.
9. Who can apply : Only the companies which are dealing With e-waste and who are certified by Govt. agencies to deal with E-waste.
9. Any other terms and conditions notified Notified in writing later on to approved Bid.

**OFFICE OF THE
SENIOR REGIONAL MANAGER
CENTRAL BANK OF INDIA, R.O. K.P. COMPLEX, NEAR HOTEL
PARK PLAZA, FEROZEPUR ROAD, LUDHIANA.**

TENDER FOR THE SALE OF E-WASTE OF COMPUTER PREPHRIALS

GENERAL CONDITIONS

1. The Bidder shall sign each page of this tender.
2. Payment by the Bidder Agency shall be made at the time of picking up the E-waste from Office/branches as per approved by the sale committee of Office/Branch.
3. The pickup will be done on as is where is basis.
4. The rates to be quoted shall include the cost of CPU, Monitor, Keyboard, Mouse separate unit wise.
5. The contracting company shall prepare the list of articles picked up from branch and office and give original copy to the concerned branch / office for their record.
6. All the data contained in hard disks are to be deleted. The said company will be held liable if any data leak happens due to the negligence of company. The company to give certificate to the concerned branch/office regarding this before picking up e-waste hardware from branch/office.
7. The contracting company agency shall keep particular vigil on his workers who are deputed to branches to pickup the E-waste to comply with the conditions.
8. All rates shall be quoted in words & figures & any cutting over writing shall be signed.
9. All items to be executed, as per lists of items prepared in branches /office before pickup.
10. Any tender / quotation containing clerical or arithmetical mistakes shall be rejected.
11. Any addition, alteration or correction shall be signed and stamped properly.
12. The Bank reserves the right to accept / reject any tender / quotation without assigning any reason.
13. The Bidder agency should have already executed works of picking of E-waste from Banks / offices. Certificate to this effect shall be attached.

14. No E-Waste item partially or fully will be allowed to be taken out of Bank premises without depositing the total cost. The total cost is to be deposited in branch in one go. Payments will not be accepted in parts/ installments.
15. Bank shall not be responsible for any loss or damage to the Bidder/labour due to any natural calamity during the course of completing the pickup task from branches/office.
16. No damage shall happen to the running equipment or Bank premises. Any damage to the running equipment or Branch bank premises will have to be repaired by the Contracting agency on contracting company's cost.
17. Unless, otherwise mentioned all equipment shall be picked up in one go.
18. The total work shall be supervised by the sale committee of concerned branch/office.
19. It may please be noted that the Bank is not bound to allot the work to the highest bidder party. And as such, the allotment of work shall be based on workability of rates quoted by the Bidder on account of E-waste management certificate/ experience of company in dealing with E-waste etc.
20. The bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
21. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers.
22. Earnest money paid by the Bidder shall be forfeited by the Bank if Bidder fails to undertake the job if he is communicated about acceptance his rates/tender.
23. The Bidder shall take all the necessary precautions while working and to safeguard adjacent property, Bank's property, Bank's Employees, and traffic persons.
24. All the rates quoted are inclusive of deletion of data from hard disks, pickup of e-waste and or any other expenses incurred by the contracting company.
25. The Bidder shall not directly or indirectly sublet the work to other party without written permission of the Bank.
26. The quantities can be checked on as is where is basis, only after acceptance of work order, which will be issued after successful bid to successful bidder. No claim for loss of profit / business shall be entertained on this account.
27. The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the Bidder agrees to cooperate with other agencies appointed by the Bank.

28. All the workers of the Bidder must be properly covered by an insurance policy under "Workman's Compensation act" and "Fatal Accidents Act". The Bidder will only be responsible for the safety of its worker. Bank advises the Bidder to obtain the group insurance policy for the workers until the virtual completion of the work, and indemnify the Bank from all the liabilities arising out of such events. In case of delay, Bidder shall arrange to extend insurance policy till work is completed.
29. All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the Bidder, he should keep intimating the Bank explaining, therein the reasons for such delays, immediately and if in the opinion Bank's authorities the delay is justified, the Bidder shall be granted extension in time limit.
30. The rates quoted by the Bidder shall be firm throughout the duration of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in cost of material and labour.
31. Conditional tenders are liable to be rejected.
32. The successful tendered is bound to carry out any item of work necessary for the completion of the job even those such items are not included in schedule of quantities.
33. If in any case of work required to be abandoned, the Bidder shall not be entitled for any claims and he will be paid as per the actual work done till that period, if deemed fit.
34. Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter can not be resolved then the same shall be referred to the respected qualified person in agreed to both the parties and his opinion shall be binding on both the parties. However, this is recourse to any legal action in this regard.
35. If at any stage during the progress of work, it is observed that the Bidder is not progressing the work with due diligence, care of lagging much behind the schedule or fails to gear up the work despite instructions from Bank, the Employer (Bank) reserves the right to terminate the contract within 7 days' notice. In such case the Bidder shall be liable to pay the Employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. In case of such termination the security deposit held by the Bank will be forfeited.
36. Bidder shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye laws and shall be responsible for any lapse.

CONTRACTING COMPANY

CENTRAL BANK OF INDIA

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 200_ between the Central Bank of India having its Regional Office at K.P. Complex, Near Hotel Park plaza Ludhiana (Hereinafter referred to as the "Employer/Owner" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and _____ of _____ (Hereinafter referred to as "Bidder" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to sell E-waste available in Regional Office and branches under Regional Office Ludhiana (list of branches provided) (Herein referred to as "Project").

AND WHEREAS the Employer in order to effectively carry out the said works has made sales committee in each branch/office to make the list of E-waste such as computers UPS/ monitors/ keyboard/mouse/ printers and computer peripherals lying as e-waste in branches / office. The sales committee will prepare the list of e-waste goods, check that Data in hard disks is formatted before allowing the Bidder to take the e-waste for disposal.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide Bidders vide his Notice Inviting Tender (No. _____ dated. _____).

WHEREAS the Bidder submitted his Tender along with the Tender Documents containing General Notes, General Conditions of the Contract and Schedule of Quantities etc. for the works, duly signed on each page as a token of his acceptance of the same. AND WHEREAS out of the Tenders received, the Tender of the Bidder was found to be most suitable for the project.

AND WHEREAS the Employer/Bank has accordingly issued the work order (No. _____ dt. _____) to the Bidder. AND WHEREAS the Bidder has accepted the aforesaid Work Order vide his letter of acceptance No. _____ dt. _____.

NOW, therefore, it is hereby agreed to and between the party as follows:

1. Contract documents
The following documents shall constitute the Contract Documents.
 - i. This Article of Agreement.
 - ii. Tender submitted by the Bidder included the N.I.T and Tender Documents
 - iii. All correspondence between the Bank and the Bidder from the date of issue of N.I.T and the date of issue of work order.
 - iv. Work order No. _____ dt. _____
2. In consideration of the payments to be made by the bidder to the Bank, the bidder will make the payment in full at the time of picking of e-waste from the branch/office as per cost of e-waste to be picked as full and final. No partial payment will be accepted and bidder will not be allowed to pick up the e-waste partially. In one go, E-waste is to be picked up for disposal and cost of e-waste along with invoice of e-waste (picked up) to be deposited in the concerned branch/office.
3. As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
4. Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of LUDHIANA thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to there present have hereunder set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of

Central bank of India

Shri. _____

Its duly authorized official

In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of

The Bidder:_____ by

Shri_____ his

Duly authorised official

In the presence of –

1. (Name and Address)

2. (Name and Address)

