



Gujarat Informatics Limited
BLOCK NO 2, 2nd FLOOR, Karmayogi BHAVAN, SECTOR -10, GANDHINAGAR



**Bid for Condemnation / disposal of IT assets
through GPCB registered eWaste recyclers of
Gujarat Informatics Limited**

Last Date of Submission of Bid (Physical)	25.03.2024 till 15:00 hours
Date of Opening of Bid	25.03.2024 at 15:00 hours

Introduction:

Gujarat Informatics Limited (herein after referred to as GIL), of Gujarat Informatics Limited, Gandhinagar for their requirement of Condemnation / disposal of IT assets from e-Waste recyclers, registered with Gujarat Pollution Control Board (GPCB).

Your bid should reach at our office on or before **15:00 Hours, 25.03.2024** in sealed envelope with the heading **“Bid for Condemnation / disposal of IT assets through GPCB registered e-Waste recyclers of Gujarat Informatics Limited.”**

Technical Bid will be opened on 15:00 Hours, 25.03. 2024 at GIL office.

Eligibility Criteria for the bidder:

1. Bidder must be e-waste recycler registered with Gujarat Pollution Control Board (GPCB). (Registration Certificate/Passbook form GPCB and CCA form GPCB)
2. Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat at the time of bidding. (Certificate / affidavit mentioning that the Bidder is not blacklisted by Government of Gujarat or any of the PSUs in the state of Gujarat due to engagement in any corrupt and fraudulent practices)

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

The terms and conditions are as follows:

- 1 Physical bids should reach at GIL office in sealed envelope with the heading **“Bid for Condemnation / disposal of IT assets through GPCB registered e-Waste recyclers of Gujarat Informatics Limited.”** However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents/ clarifications in physical form. There shall be 3 sealed envelopes in the sealed main cover with the heading **“Bid for Condemnation / disposal of IT assets through GPCB registered e-Waste recyclers On behalf of Gujarat Informatics Limited.”**
 - 1) A first separate envelope with the heading **“EMD-“Bid for Condemnation / disposal of IT assets through GPCB registered e-Waste recyclers of Gujarat Informatics Limited.”** containing the E.M.D. as prescribed in bid.
 - 2) The second envelope marked as Technical bid with heading **“Eligibility stage Bid – Bid for Condemnation / disposal of IT assets through GPCB registered e-Waste recyclers of Gujarat Informatics Limited”** with properly sealed and marked. Each and every page of the bid must be signed and stamped by the bidder.
 - 3) The Third envelope marked as financial bid with heading **“Financial Bid – Bid for**

Condemnation / disposal of IT assets through GPCB registered e-Waste recycler of Gujarat Informatics Limited” with properly sealed and marked. Each and every page of the bid must be signed and stamped by the bidder.

2. The bid is non-transferable.
3. The bidder will have to submit copy of bid document duly signed (all pages) by the authorized signatory as a part of the bid, complying terms and conditions of bid. Failing to submit the same or non-compliance/deviation from any bid terms and conditions or eligibility criteria may result in rejection of the bid.
4. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conductor outcome of bidding process.
5. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
6. Amendment of Bidding Documents
 - 6.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 6.2 The corrigendum / amendment if any will be published on website www.gil.gujarat.gov.in.
 - 6.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
7. **Bid Currency:** Prices shall be quoted in Indian Rupees only.
8. The Bidder will have to submit **Earnest Money Deposit (E.M.D.) of Rs. 50,000/- (Rupees twenty thousand Only)** on or before the date and hours of opening of the bids in a sealed cover at GIL office with the heading **“EMD- “Bid for Condemnation / disposal of IT assets through GPCB registered e-Waste recyclers of Gujarat Informatics Limited.”** EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid up to 6 months) of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of “Gujarat Informatics Ltd” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.
9. In case of non-receipt of EMD as mentioned above within prescribed time, the bid will be rejected by GIL as non-responsive.
10. Unsuccessful bidder's E.M.D. will be returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder's completion of condemnation / disposal services as described in this tender document, whichever is earlier.
11. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not

be permitted to modify its bid.

12. The successful Bidder's E.M.D. will be discharged upon the Bidder on completion of condemnation / disposal services as described in this tender document.

13. The E.M.D. may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity

(b) In case of a successful Bidder, if the Bidder fails:

(i) To sign the Contract as mentioned above or

(ii) To furnish performance bank guarantee as mentioned above or

(iii) If the bidder is found to be involved in fraudulent practices.

14. Bid validity will be of 90 days after the date of price bid opening. A bid valid for a shorter period shall be rejected as non-responsive. If required, GIL / GoG may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.

15. **Termination of Contract:**

GIL / GOG may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

15.1 If the Bidder, in the judgment of GIL / GOG has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;”

15.2 If the bidder does not start performing the contract within stipulated time period mentioned in Penalty clause.

15.3 If the bidder stops performing the contract or withdraw the activity to perform the contract

15.4 If the bidder breaches any terms and conditions of the contract or do not perform the contract in whole or part

15.5 If the bidder does not follow the written instructions given by GIL / GOG

15.6 If the bidder does not perform the contract up to the satisfactory level even after regular feedback from GIL / GOG

15.7 In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.

16. The prices shall strictly be submitted in the given format. Quoted prices shall include the cost of collection of the ICTE assets from the GOG offices mentioned in Annexure - 1 and disposing it as per the Government of India guidelines for e-Waste (Management and Handling) Rules. All applicable taxes to be borne by the vendor.

17. The Bidder shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc., incurred during the E-Waste handling process.
18. Late Bids-The bidder will not be able to submit the bid after final submission date and time.
19. Modification and Withdrawal of Bids
 - 19.1 No bids will be allowed to be modified subsequent to the final submission of bids.
 - 19.2 No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
20. **Evaluation of Bids:** After the closing time of submission, GIL / GoG committee will verify the submission of EMD as per bid terms and conditions. The eligibility / technical criteria evaluation will be carried out of the responsive bids. GIL will seek clarifications if required on eligibility & technical section. The financial bid of the technically qualified bidders will be opened and evaluated. H1 bidder will be decided based on the highest sum total of rates of all line items inclusive of all. H1 bidder will be called for negotiations, at discretion of GIL / Department, if required.
21. The successful bidder shall be required to submit Non-Disclosure Agreement duly stamped as an agreement with the GIL, within 15 days of from the issuance of Work order or within such extended period as may be decided by the GIL along with the letter of acceptance, NDA and other terms and conditions as may be determined by the GIL to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.
22. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
23. Bidders are required to quote the unit Condemnation / disposal Rates (inclusive of all applicable taxes) of all line items as per the financial bid format only. Incomplete bids will be treated as non-responsive and will be rejected.
24. Penalty Clause:

The successful bidder's EMD may be forfeited, if –

 - 24.1 Successful bidder fails to collect e-waste from the GoG's locations mentioned at Annexure - 1 within 30 days of issue of order for collection where the cause of delay is not attributable to successful bidder. In case of goods sold on 'lot' basis, the ground rent will be payable @ 10% per week, or part thereof, on the total value of the H1 discovered rate in this BID.
 - 24.2 Successful bidder breaches any terms and conditions of this tender and Non-disclosure Agreement (NDA)

26. Scope of Work

On behalf of Gujarat Informatics Limited, GIL invites bids from competent and professional e-waste recyclers registered with Gujarat Pollution Control Board (GPCB), who meet the minimum evaluation criteria as specified in this bid document.

- a. GIL is looking for end-to-end solution (collection, transportation, dismantling, recycling and / or final disposal) from bidders registered with the as per GPCB guidelines currently in force and having established facilities for management of e- waste.
- b. Bidder should follow environmentally sound practices for management of e-waste as per GPCB guidelines and e-waste (Management and Handling) Rules, 2011 issued by Government of India from time to time currently and future in force.
- c. The services offered should include collection of e-waste from location mentioned in this tender document, transporting the same to collection center, recycling facility or

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final disposal.

- d. Bidder should ensure that once the data is deactivated / degaussed and/or storage media is destructed, data cannot be retrieved by using any procedure. A Certificate to this effect would need to be issued to the respective GIL / GoG.
- e. If storage media is required to be transported to bidders facility for data deactivation/ degaussing and/or for destruction, it would be the responsibility of the bidder to ensure the security of data from the time it is collected from the GOG Offices and until such time it is finally disposed / destroyed.
- f. Bidder should have recording and monitoring mechanism for e-waste collection and transportation to bidders' facility and the same should be made available to the relevant GoG department.
- g. The bidders should have necessary in-house infrastructure both for on-site / off-site data deactivation / degaussing / storage media destruction. The deactivation / degaussing / storage media destruction facilities should also be made available on site, if so, required by the GIL / GOG.
- h. The bidders should be able to provide the GIL with a Certificate to the effect that after deactivation/degaussing of the data and/or destruction of storage media, the data cannot be retrieved by using any procedure.
- i. All professional services necessary for e-waste management as per the guidelines issued by concerned / competent authority (State or Central government) will be part of the tender scope. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard as per the guidelines issued by concerned / competent authority.
- j. The e-Waste should be disposed-off in accordance guidelines currently in force. On final disposal, the Bidder would be required to provide a Certificate to this effect to GoG within 30 days from the date of the collection of the e-Waste.
- k. If off site destruction of the storage media is done, it should be completed within 30 days from date of pickup of storage media from the GoG's location. The Bidder may carryout onsite destruction of storage media for data centers wherever special request is made by the GIL / GoG. In any case, certification to this effect should be provided to the GoG within 30 days from the date of collection of e-waste.
- l. Bidder shall visit the facility & physically inspect the material. Bidder shall be responsible for the collection of the IT assets from the location mentioned in this bid & all other required efforts for its transportation till its final disposal & shall accordingly quote the rates.

The details of IT assets required to be condemned / disposed-off is mentioned in Annexure B

- 27 THE BIDDER will not subcontract or permit anyone other than THE BIDDER personnel to perform any of the work, services or other performance required of THE BIDDER under this Agreement without the prior written consent of GIL / GOG.
- 28 THE BIDDER agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at GIL / GOG's premises and externally for materials belonging to GIL / GOG.
- 29 During the performance of the contract, if the person(s) of THE BIDDER meet with any

- accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. GIL / GOG will not be responsible in any way.
- 30 THE BIDDER has to adhere all the statutory requirement of Government.
- 31 THE BIDDER acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to GIL / GOG. THE BIDDER agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party. THE BIDDER agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Agreement can be fully satisfied.
- 32 **Payment:** Payment will be done by the successful bidder to GIL / GoG for condemn/ dispose ICTE assets. The payment amount will be arrived by applying the finalized unit rates or actual basis. The total payment will be made by the selected bidder to GIL in advance (within 7 days after issuing work order) & after making the total payment the successful bidder will be allowed to collect the material. The total payment shall be done in the form of Demand Draft of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Limited" payable at Gandhinagar.
- 34 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 35 GIL's Right to accept Any Bid and to reject Any or All Bids-GIL reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 36 All correction/addition/deletion shall require authorized countersign.
- 37 During the period of contract, in any dispute arising between GIL / GOG and THE BIDDER, the decision of GIL / GOG will be considered final. However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by GIL / GOG only and the decision of THE BIDDER shall be bound by the decision taken by such appointed Arbitrator.
- 38 **Bidders' Obligation:**
- 38.1 The bidder is obliged to work closely with GIL / GoG's staff, act within its own authority and abide by directives issued by GIL from time to time.
- 38.2 The bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel.
- 38.3 The bidder will treat as confidential all data and information about GIL, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of GIL as explained under Non-Disclosure Agreement.
- 39 **Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- 40 The jurisdiction of any dispute will be Gandhinagar.

- 41 Force Majeure shall mean and be limited to the following:
- a) War / hostilities
 - b) Riot or Civil commotion
 - c) Earthquake, flood, tempest, lightening or other natural physical disaster.
 - d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

The BIDDER shall advise GIL / GOG by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, GIL / GOG reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the GIL / GOG. Bidder shall not claim any further extension for completion of work. GIL / GOG/GoG shall not be liable to pay extra costs under any conditions.

BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the collection dates can be extended to the BIDDER without being subject to price reduction for delayed collection, as stated elsewhere.

It will be prerogative of GIL / GOG/GoG to take the decision on force major conditions and GIL / GOG/GoG decision will be binding to the bidder.

- 42 Bidders can seek written clarifications on or before 7 days from the last date of bid submission to **Deputy General Manager (Tech), Gujarat Informatics Ltd., 2nd Floor, Block No. 2, Karmayogi Bhavan Gandhinagar 382010**. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained.

The Bids will be opened at GIL, Block No. 2, 2nd Floor, Karmayogi Bhavan, Gandhinagar on the date & time mentioned in this document in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

DGM (Technical),

Gujarat Informatics Limited

Block No. 2, 2nd Floor, Karmayogi Bhavan, Gandhinagar-
382010

Phone No. 079-23259239, Fax No. 079-23238925,

E-mail: dgmtech-gil@gujarat.gov.in; mgrhninfra1-gil@gujarat.gov.in

Location: Annexure - 1

Description of items	Details
Hardware materials-01(Section A)	Gujarat Informatics Limited D-wing Block 2/2 Floor Karmayogibhavan,Near Aranya Bhavan,Sector 10A, Gandhinagar-382010
Hardware materials-02(Section B)	Gujarat State Data Centre Sector-10, Gandhinagar-382010, Gujarat

Earnest Money Deposit Details:

Sr. No.	Item	Amount (In Rs.)	Name of the Bank and Branch	Demand Draft No.
1	Earnest Money Deposit (E.M.D.)			

Bidders Details:

Sr. No.	Particulars	Details of Bidders
1	Name	
2	Date of Incorporation and / or commencement of business	
3	Certificate of incorporation	
4	Brief description of the Bidder including details of its mainline of business	
5	Company website URL	
6	Particulars of the Authorized Signatory of the Bidder:	
	Name	
	Designation	
	Address	
	Phone Number (Landline)	
	Mobile Number	
	Fax Number	
	Email Address Signature and Seal of Company	

ELIGIBILITY CRITERIA

Form No. E1:

Sr.No.	Eligibility Criteria	Document Submitted(Yes / No)	Remarks
	Bidder must be e-waste recycler registered with Gujarat Pollution Control Board (GPCB).(Registration Certificate/Passbook form GPCB and CCA form GPCB)		
	Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat at the time of bidding. (Certificate / affidavit mentioning that the Bidder is not blacklisted by Government of Gujarat or any of the PSUs in the state of Gujarat due to engagement in any corrupt and fraudulent practices)		

Note: Please fill this form and attach the related documents

Financial bid Format: (Section A)

Sr	Item Description	Qty	Unit Rate Inclusive of all (in Rs.)	Total Rate Inclusive of all (in Rs.)
1.	AIO	2		
2.	AIO PRINTER	1		
3.	CPU	78		
4.	Desktop-Plug-switch	1		
5.	FAX	1		
6.	LAPTOP	8		
7.	Monitor	68		
8.	Printer	26		
9.	Rack	1		
10.	Scanner	15		
11.	Stablizer	7		
12.	SWITCH	2		
13.	TV	1		
14.	UPS/Stabiliser	1		
15.	VC	1		
	Grand Total	213		

Financial bid Format: (Section B)

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Sr	Item Description	Sum of Qty.	Unit Rate Inclusive of all (in Rs.)	Total Rate Inclusive of all (in Rs.)
1	Nomus Modem	355		
2	Cisco Router	143		
3	Atrie Modem	121		
4	UTL Converter	92		
5	Cisco Switch	48		
6	Dlink Access Point	41		
7	Cisco ATA 188	26		
8	Audio Codes	23		
9	UTL Modem	17		
10	DAX LAN EXTENDER	11		
11	Polycom VC Camera	8		
12	VC Remote	7		
13	Polycom VC MIC	6		
14	Red Modem	6		
15	DIGISOL 4 port LRE	5		
16	Aethra VC Remote	5		
17	Power Supply	4		
18	DAX Switch	4		
19	Vega X5 VC Camera	3		
20	Kepraj Stabilizer	3		
21	Dlink Old G SHDSL Modem	3		
22	Polycom VC Unit.	3		
23	UPS	2		
24	Server System	2		
25	Cisco LRE Module	2		
26	Polycom Speaker	2		
27	Vega VC MIC	2		
28	Portable TV	2		
29	Dlink Old Switch	1		
30	Amaraja	1		
31	Mix VC Cable	1		
32	DIGISOL Switch	1		
33	Power one Inverter	1		
34	Polycom ASSY Link Module	1		
35	Cisco Video Conferencing Unit	1		
36	Tejas Switch	1		
37	Power adapter and code	1		
38	PLEXONICS Modem	1		
	Grand Total	956		

Sr	Item Description	Sum of Qty.	Unit Rate Inclusive of all (in Rs.)	Total Rate Inclusive of all (in Rs.)
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1	FOT	224		
2	Modem	296		
3	Switch	275		
	Grand Total	795		

Sr	Item Description	Sum of Qty.	Unit Rate Inclusive of all (in Rs.)	Total Rate Inclusive of all (in Rs.)
1	cassette AC	13		
2	Split AC	5		
	Grand Total	18		

Sr	Item Description	Sum of Qty.	Unit Rate Inclusive of all (in Rs.)	Total Rate Inclusive of all (in Rs.)
16.	DAE	11		
17.	Rack	1		
18.	Battery	1		
19.	Cable Box	1		
20.	CPU	26		
21.	HP Rack PDU Extension	1		
22.	IBM	1		
23.	Insta Switch	2		
24.	IPS	1		
25.	Key Board	1		
26.	keyboard	1		
27.	KVM Switch	25		
28.	Monitor	1		
29.	Net switch	10		
30.	PDU	2		
31.	PDU	4		
32.	Printer	1		
33.	Processor	1		
34.	Rack	3		
35.	Router	1		
36.	Server	1		
37.	Server Laptop	1		
38.	sever	15		
39.	WireSpan 3000	1		
40.	(blank)	69		
	Grand Total	182		

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Sr	Per KG	Price
1	1 KG	XXXX

Note:

1. For any addition inventory not mentioned above and to be condemned as e-waste will be given to the bidder on per KG basis hence bidder may quote the per KG Price for rate reference which will not be considered for H1 evaluation.
2. Bidder have to inspect the material residing at mentioned location before submitting the bid.
3. Bidders have to quote the unit Rate and total rate of all line items as mentioned above.
4. H1 bidder(s) will be decided on the highest sum total of rates of all line items with applicable taxes excluding per KG rate.
5. In the case, H1 bidder fail to comply any condition of said Bid, the contract with the H1 bidder will be terminated and EMD will be forfeited. The second highest bidder (H2) will be considered, provided the H2 firm is willing the pay at par the amount quoted by H1 bidder. In this event, the contract will be awarded to H2 bidder.
6. In case of any deviation in the material. GIL/Bidder will be paid on actuals.

**AGREEMENT FOR CONDEMNATION / DISPOSAL OF ICTE ASSETS and MANAGEMENT
OF EWASTE**

THIS AGREEMENT made this DD.MM.YYYY by and between<<GIL/GoG>> (hereafter called "GIL / GOG") which expression shall include its successors and assigns
AND

Vendor Name having its head office at **Address** incorporated under the companies act. 1956 and registered at Ahmedabad. (hereafter called "THE BIDDER") which expression include its successor and its assigns.

Whereas THE BIDDER has agreed to provide and GIL / GOG has agreed to accept from THE BIDDER services for Condemnation / Disposal of ICTE assets and management of e-Waste(hereafter called EQUIPMENT) as mentioned in the tender hereto, as amended from time to time,subject to **THE BIDDER** for paying charges for Condemnation / Disposal of ICTE assets and management of e-Waste to the<<GIL/GOG>>on the following terms and conditions:

You are requested to mention the terms and conditions of the bid here.

In consideration of the premises it is agreed between the parties as follows:General:

1. THE BIDDER has agreed to all the terms and Conditions of the bid.
2. Marginal notes and headings are for guidance only and are not indented to be read or constructed as part of this Agreement.
3. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representative of both parties.
4. Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledge that it has read this Agreement, understands it and agrees to be bound by it.
5. Words importing the singular include the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Seal of the company affixed in the presence of

The company's representative and
Signed by the duly authorized representative

THE BIDDER by its representative

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

2nd Floor, Block-2,

Karmayogi Bhavan, Sector - 10,

Gandhinagar - 382010

Whereas------(here in after called "the Bidder")
has submitted its bid dated-----in response to the bid for 'Bid for condemnation
/ disposal of IT assets through GPCB registered e-Waste recyclers on behalf of Gujarat
Informatics Limited' by these presents that WE-----

-----having our registered office at-----
------(hereinafter called "the Bank") are bound unto the
_____, Gujarat Informatics limited in the sum of-----for
which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds
itself, its successors and assigns by these presents. Sealed with the Common Seal of the said
Bank this---
-----day of----- 2023.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to the validity of Rate Contract/empanelment + 90 days.

Gujarat Informatics Limited

BLOCK NO 2, 2nd FLOOR, Karmayogi BHAVAN, SECTOR -10, GANDHINAGAR

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2023

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.