

Open Competitive Bid (OCB)

for

**e-waste Collection, Transportation, Recycling and Disposal
services for all the Government offices across Andhra Pradesh**

February, 2019

Proprietary & Confidential

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Contents

Sl. No.	Description	Page Nos.
	News Paper Advertisement	4
1	Introduction	5
2	Important Information	7
3	Scope of RFP	9
4	Pre Qualification Criteria	10
5	General conditions of proposed contract	13
6	Bidding procedure	15
7	Bid evaluation procedure	16
8	Terms of Reference for e-waste Agency	26
9	Bid Cover Letter	28
10	Bid Forms	30

Newspaper advertisement

apts**Tender Call Notice for****e-waste Collection, Transportation, Recycling and Disposal services for all the Government offices across Andhra Pradesh**

On behalf of ITE&C Department, Andhra Pradesh Technology Services Ltd., intends to identify agencies / e-waste Recyclers for recycling and disposal of “e-waste material” available in various Government Departments/ Corporations / Institutions/ Offices across the state. The scope of work for agencies / e-waste Recyclers is to collect e-waste material from the identified locations across the State of Andhra Pradesh and transport the same to their recycling facility to recycle in scientific and safe methods and to dispose as per e-waste guidelines of Central Pollution Control Board / e-waste (Management & Handling) Rules 2016, Govt. of India.

Time schedule of various tender related events are as follows:

RFP calling date	19.02.2019
Pre-bid conference date/time	25.02.2019, 11:30 AM
Last date/time for clarification	25.02.2019, 05:00 PM
Due date & time for submission of bids	12.03.2019, 03:00 PM
Date & time of opening of Technical bids	12.03.2019, 03.30 PM
Document Fee	Rs.10,000/-
APTS Contact person	Manager(E-waste); 99630 29410 e-mail: venkateswarareddy.p@gov.in
Reference No.	ITC51-13021(32)/1/2019-EPROC-APTS

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Introduction:

1.1 Preface :

Government of Andhra Pradesh (GoAP) has emerged as one of the leaders in e-Governance in India. A number of Pioneering initiatives have been taken up by the State to transform itself into a knowledge society. These initiatives include delivery of citizen services through innovative programmes for providing better quality of citizen services to the people of Andhra Pradesh.

Andhra Pradesh is one of the bigger states in India and many Government Departments have started using ICT in the governance process thereby many computers and its peripherals and network components like routers, switches and cables have extensively used. Due to advancement in technology and high rate of obsolescence of electronic equipment and also due to equipment reaching to their end of life, lot of old unusable / unserviceable equipment is piling up in departments.

The old unusable /unserviceable equipment is a point of concern considering that many components of such equipment are considered toxic and are not biodegradable; these equipments can be categorized as e-waste. "e-waste" or "Waste Electrical and Electronic Equipment" ("WEEE") is defined as all electronic equipments, components, Telecommunication equipment, Office Automation Equipment, computers and its peripherals, batteries etc., which have become obsolete due to advancement in technology, end of their useful life, damaged /broken or unwanted and when the equipment becomes un-usable / un-serviceable.

Sources of e-waste are IT & Telecom, equipments, large /small household appliances consumer & lighting equipments electrical and electronic tools, Toys, leisure & sports equipment, medical devices, monitoring & control instruments and wires & cables. The list goes on and on. The e-waste contains many substances and chemicals which are toxic in nature likely to create adverse impact on environment and health if not handled properly. Classification of e-waste as hazardous shall depend to a larger extent based on the presence of hazardous constituents in it. E-Waste accounts for 40 percent of the lead and 75 percent of the heavy metals found in landfills. E-waste scenario in India is changing due to rapid electronic Industry growth and usage of electronic equipment in all aspects of our lives. The electronics industry has emerged as the fastest growing segment of Indian industry

both in terms of production and exports. Recent policy changes have led to tremendous influx of leading multinational companies into India, to set up manufacturing facilities and R&D centers. This has resulted in huge amounts of both electronic product consumption and e-waste generation. Recycling of e-waste by decontamination, pulverizing / hammering, shredding density separation using water and recycle and reuse.

Government of Andhra Pradesh, as part of its e-governance initiatives and social responsibility, intends to recycle all the e-waste available in various Government Departments/Corporations/Offices. APTS is intending to identify Agencies / e-waste recyclers to collect the e-waste from the identified locations of Government Departments/ Corporations/ Offices/ Institutions as indicated by APTS located across the State of Andhra Pradesh to their associate recycler or facility for recycling of e-waste and take up scientific and safe disposal of e-waste material collected as per e-waste Guidelines of Central Pollution Control Board / e-waste (Management & Handling) Rules 2016.

Request for Proposal is invited by APTS from the Agencies / Recyclers who are authorized in taking up the task of collection, transportation, recycling and disposal services for e-waste material at their e-waste recycling and disposal facility, collected from various Government Departments/ Corporations/ Offices/ Institutions etc., as indicated by APTS located across the state of Andhra Pradesh.

Objective :

It is conceived that every Government Department / Office will be faced with the problem of dealing with e-waste material as Electronic Equipment, Computers and its peripherals, Telecommunication equipment etc., begin to reach end of their useful life, get outdated, un-useful, un-serviceable and are to be disposed. An Agency will be identified by APTS for outsourcing the e-waste recycling and disposal services, who have required experience in handling the e-waste material including transportation and having recycling facility for scientific and safe disposal of e-waste. APTS will co-ordinate with the Agency and Government Departments /Corporations / Offices, in collection of e- waste.

The present document deals with identification of an Agency for outsourcing the e-waste collection, transportation, recycling and disposal services for the e-waste material available in Government Departments / Offices / Institutions / Corporations etc.,

2. Important Information

Statement of important Information related to bid

S.No.	Item	Description
1	EMD	Rs. 50,000/- through online Note: in case of BG, Scanned copy of EMD document should be uploaded on e- Procurement website. The Original Copy of EMD should be submitted to APTS on the next working day of bid closing date
2	Bid Validity Period	90 days from the date of opening of bids
3	EMD Validity Period	For EMD in the form of Bank Guarantee should be submitted as per Annexure I and should be valid for six(6) months from the date of submission of bid. EMD shall be drawn from Nationalized / Scheduled Bank from Vijayawada Branch. EMD in any other format is not acceptable and liable for rejection.
4	Period for furnishing performance security	Within 7 days from date of receipt of Notification of Award
5	Performance security value for Schedule	Rs.2,00,000/- (Rupees Two Lakhs only)
6	Performance security validity period	60 days beyond contract period
7	Period for signing contract	Within 10 days from date of receipt of Notification of Award
8	Contract period	2 years from the date of entering the Contract Agreement
9	Conditional bids	Not acceptable and liable for rejection
10	Transaction Fee	Transaction fee: All the participating bidders who submit the bids have to pay the transaction fee. Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favour of Managing Director, APTS, Vijayawada towards corpus fund at the time of concluding agreement.
11	Transaction Fee Payable to	Online at the time of bid submission
12	Bid submission	On Line. Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during

		pre bid meeting in their bid.
13	Procedure for Bid Submission	<p>Bids shall be submitted online on www.apecurement.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.apecurement.gov.in. 2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the respective documents in Pre Qualification and Technical bid documentation as detailed at Section E & G of the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. 5. The rates should be quoted in online only
14	Other conditions	<ol style="list-style-type: none"> 1. After uploading the documents, the copies of the uploaded statements, certificates, documents, original BG in respect of Bid Security (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the O/o The Managing Director, APTS, Vijayawada as and when required. Failure to furnish any of the uploaded documents, certificates, will entitle in rejection of the bid. The APTS shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited. 2. APTS will not hold any risk and responsibility regulating non- visibility of the scanned and uploaded documents. 3. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation. 4. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e- Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards. 5. The documents which are being scanned and uploaded should be in readable form. APTS shall reject bids where the supporting documents are not readable. <p>APTS shall not be responsible for any delay/technical error/server down issues during the bid uploading. Bidders are required to upload their documents sufficiently well in advance rather than uploading at the bid closing time.</p>

APTS at its convenience may change any or all of the above mentioned schedules and the same shall be updated at APTS website: www.apts.gov.in.

3. Brief Scope of RFP

It is proposed to identify and finalize Agency / Recycler for “e-waste recycling services”. Therefore Request for Proposal is invited from Firms/ Companies/ Agencies which are having facilities in taking up the task of collection and transportation recycling and final disposal of e-waste material from Government Departments / Corporations / Institutions and other offices as indicated by APTS located across the state of Andhra Pradesh.

The Bid can be submitted by an individual firm or a consortium. “Consortium” shall mean more than one company up to a maximum of two which joins with other company for complementing skills to undertake the scope of work defined in this RFP. The bidder has to indicate the roles of the principal bidder and the consortium partner/s. The principal bidder shall have sole responsibility for all the actions/services.

3.1 The scope is broadly divided as follows:

- a) The Agency should collect and transport the e-waste material from Government Departments / Corporations/ Institutions and other Offices and others as indicated by APTS located across the state of Andhra Pradesh to their recycling facility. APTS / AP Government Departments / Corporations / Institutions and other offices as indicated by APTS and intimation will be given to the Agency for collection of e-waste material. The Agency should collect the e-Waste material within 15 days for the e-waste material available in Twin cities and 30 days for the e-waste material available outside twin cities from the date of notifying the availability of e-Waste material.
- b) Agency should obtain an undertaking from the Government Departments /Corporations / Institutions and other Offices as indicated by APTS before collecting e-waste, stating that the identified e-waste is not working / un-usable and has no valuable data / information related to Department / Government.
- c) Agency should carryout treatment, recycling and final disposal of e-waste material collected using safe & scientific methods as per e-waste Guidelines of Central Pollution Control Board / e-waste(Management & Handling) Rules 2016.

The Agency shall perform following tasks:

- a) Arrange for packing, loading and transportation of e-waste material from the premises of Government Departments / Corporations / Institutions / Offices by closed vehicles of required size. The packing material required for packing of e-waste material shall be arranged by the Agency / recycler.
- b) The loading of material and transportation shall be carried out by the people arranged by the Agency/E-waste Recycler
- c) The people thus engaged shall be paid Minimum Wages, PF, ESI and other allowances as per law, by the Agency. The Agency shall produce a certificate from the Labour Department to prove compliance of the above
- d) Proper transportation permits should be obtained and the agency / recycler shall have the necessary permits to transport the e-waste.
- e) The Agency shall indicate a rate which will be paid to APTS / Government Departments / Corporations / Offices per Kg. of e-waste material which is collected from Government Departments / Corporations / Institutions /Offices.
- f) The Agency shall indemnify Government Departments / Corporations / Institutions / Offices for all liabilities relating to the e-waste material from the moment of collection of e-waste material from the premises of Government Departments / Corporations / Institutions / Offices till recycling of e-waste material collected.

4. Pre-qualification Criteria

- 1) The company shall be registered under Indian Companies Act 2013 OR a Partnership firm (including LLP 2008) Registered under the Indian Partnership Act 1932, shall be in the business for a period of 3 years as on bid calling date.
- 2) The Aggregate turnover over three years should be at least Rs.1 Crore (One crore) in last 3 financial years as per form P2. The bidder should submit audited financial statements and a certificate of revenue composition for each of the 3 financial years as per Form P2 by the Auditor for FY 17-18, FY 16-17 and FY 15-16.
- 3) The bidders must have experience in handling e-waste Recycling and Disposal services and operating Recycling unit/s successfully for a minimum period of 3 years. The bidder having e-waste recycling facility outside Andhra Pradesh should have consent from the respective state Pollution Control Board and from Andhra Pradesh Pollution Control Board.
- 4) The Agency shall have proven capability of handling, packing, loading, unloading, transportation and recycling of e-waste material as per Form IV(PQ4)
- 5) Blacklisting: The bidder shall not be declared blacklisted/ ineligible/ debarred by any State/ Central Government or PSU as on date of bid submission. The bidder shall submit self-declaration as per form P4
- 6) Local Presence: If the Bidder is not operating from Andhra Pradesh, should give an undertaking that the company would be establishing office and be working

from Andhra Pradesh within 30 days from the signing of contract.

Note: Prospective bidders should submit the documents and testimonials in support of the above requirements

5. Selection criteria:

The Bidders Pre-Qualification Criteria will be evaluated to examine, whether the bidder is responsive towards meeting Pre-Qualification Criteria or not.

The Bidders Proposed solution will be examined and evaluated for its operational and technical feasibility. The Models which are feasible in operation will be treated as responsive technically and considered to evaluate their bids further.

The finalized process model and terms of reference for undertaking the assignment will be provided along with terms of reference to the pre-qualified bidders in the form of RFP. This process is only to short list Bidder / Agency willing to take-up the work.

The bidders need to submit their commercial quotations as per the finalized process model and terms of reference defined in the RFP. The H1 bidder will be awarded contract as per the terms of reference mentioned in the RFP.

6. Rules and Regulations

All Respondents must submit their Bids on line e-procurement portal. Deliveries of communications or enquiries at the Office of the Contact Person can be made between 10:30 AM to 5:00 PM (IST), on all working days. The APTS Team has the right not to respond to any enquiry or communication made by a Respondent. APTS Team shall not be responsible for any errors, which occur, or costs related to the submission of Bid by a Respondent.

Respondents wish to be considered as potential prime Bidders, must provide a satisfactory response in the sole judgement of APTS or will not be admitted to the tendering process. Respondents are solely responsible for all costs incurred in preparation and submission of their Bids.

- a** APTS open the bids as per the schedule specified and examine and evaluate proposals in accordance with the criteria set out.
- b** APTS reserves the right to reject any proposal , if:
 - i.** at any time, a material misrepresentation is made or discovered; **(or)**
 - ii.** The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Application.

General conditions of proposed contract (GCC)

Definitions

In this document, the following terms shall have following respective meanings:

1. **“Affiliate”** shall mean any holding company or subsidiary company of a part to the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and “subsidiary company” shall have the meaning specified in section 4 of the Companies Act 1956 (as amended from time to time).
2. **“Agreement”** means the Agreement to be signed between the successful bidder and Andhra Pradesh Technology Services including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. **“Authorized Representative”** shall mean any person authorized by either of the parties.
4. **“Bidder”** means any firm offering the solution(s), service(s) and/or materials required in the RFEI. The word Bidder, when used in Post-Bid evaluation context, shall mean the Successful Bidder with whom APTS signs the agreement for rendering E-waste Recycling services.
5. **“Contract”** is used synonymously with Agreement.
6. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
7. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
8. **“Fraudulent Practice”** means misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice

among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the APTS / Government of Andhra Pradesh of the benefits of free and open competition.

9. **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.
10. **“GoI”** shall stand for the Government of India.
11. **“GoAP”** shall stand for the Government of Andhra Pradesh.
12. **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Andhra Pradesh or any other Government or regulatory authority or political subdivision of government agency.
13. **“Recycler”** means the successful Agency/Bidder with whom APTS signs the agreement for rendering of e-waste recycling services.
14. **“Request for Proposal (RFP)”** means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
15. **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFEI.
16. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
17. **“Bidder”** shall mean the company that has shown interest for the project - e-waste recycling services as per the terms and conditions of the contract to be signed with the State in line with the terms and conditions mentioned in this RFP.
18. **“LOI”** means issuing of Letter of Intent which shall constitute the intention of APTS to place the Purchase Order with the successful bidder.
19. **“Period of Agreement”** means 2 years from the date of signing of agreement.

8. Bidding Procedure :

Offers should be submitted through on-line e-procurement portal. (www.apecurement.gov.in).

1. EMD details should be given in the “Pre-qualification bid”.
2. A complete set of bidding documents may be purchased by interested bidders from the APTS contact person upon payment of the bid document price which is non-refundable. Payment of bid document price should be by demand draft / cashier's cheque drawn in favour of "The Managing Director, Andhra Pradesh Technology Services Ltd." and payable at Vijayawada A.P. (India) not later than 1 hour before bid closing date & time.
3. Tenders will be accepted only from those bidders who have purchased the Bid Document.
4. All correspondence should be with the Managing Director, APTS.

Pre-qualification bid:

It shall include the following information about the firm and/or its proposal.

1. General information on the bidder's company viz. Firm Registration, GST Registration etc.,
2. Turn over details in relevant fields.
3. List of major customers in support of turnover.
4. Details of service centers in AP.
5. Certificates / Consent attained by the Agency from CPCB/State PCB/Other Agencies etc.,

Technical Bid:

1. Detailed technical documentation, reference to various industry standards to which the services included in vendor's offer conform, and literature concerning the proposed solution (Bidder's format)
2. Other information, if any required in the bid document (Bidder's format)
3. Adopted process details for the e-waste collection, transportation, recycling and disposal facility.

Financial bid:

The financial bid should provide cost offered per Kg. of e-waste excluding the Taxes and also to quote the taxes applicable in the prescribed format.

Pre-bid Meeting:

All those bidders who had purchased bid document can participate in the meeting to seek clarifications on the bid, if any.

9. Bid evaluation procedure:

Bids would be evaluated in three stages. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to APTS during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated by telephone/ fax/ courier or e-mail as the case may be to all the vendors who have purchased the tender document.

1. Opening of bids:

Immediately after the closing time, the APTS contact person shall open the pre-qualification bid', and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre-qualification bid will be opened as per the schedule. After evaluation of technical bids, the financial bids of only those bidders will be opened who qualified in technical evaluation.

2. EMD Validity:

The EMD should be submitted for the amount prescribed with 90 days validity from the date of submission of Bid. The bids submitted with prescribed format, required EMD amount and validity period only be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.

3. Pre-qualification bid documentation:

The Pre-qualification bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, APTS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

4. Technical bid documentation:

Technical bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, APTS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

5. Those who qualified in Technical Evaluation their bids financial bids will be opened in next stage. Those bidder who quoted Highest value(H1) per Kg will be awarded the contract

10. Bid Documents

The Pre-Qualification Bids, Technical Qualification Bids and Commercial Bids submitted by the bidder constitute the part of the Bid Document.

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish the information required by the bid document or submit a bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid.

The bidder shall provide all documentary proofs in support of the agreements entered into with Recognized e-waste recyclers in case of agency is other than e-waste recycler and also with the Final Disposer.

Notes:

- All pages of the Bid should be signed by an authorized signatory of the bidder. Authorization Letter from the head of the Organization stating that the person signing the bid is an authorized signatory should be attached.
- A copy of the RFP, all pages duly signed by the authorized signatory towards acceptance of the terms and conditions of the RFP should be scanned and uploaded along with the bid.
- All documentation shall be presented in English. In case a document which can't be presented in English, then a valid English translation of the same should be attached.

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid documents, including the cost of presentation for the purposes of clarification of the bid, if so desired by APTS. APTS in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

2. Bid validity

The bids shall remain valid at least for 90 days from the date of opening of bids. In exceptional circumstances, APTS may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

3. Bid Submission

1. The Bid should be submitted online on e-procurement portal. All the documents related to the Bid should be scanned and uploaded in e-portal.
2. Incomplete, conditional, optional proposals/bids will summarily be rejected.
3. The bidder can have consortium, the bidder has to indicate the roles of the principal bidder and the consortium partner/s. The principal bidder shall have sole responsibility for all the actions/services.

4. Language

The Bids and all correspondence and documents relating to the bids, shall be written in the English language. In case citations etc. are not in English, then an attested English translation of the same should be attached.
to the Bidder.

5. Modification and Withdrawal of Bids

1. The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, on e-procurement portal.
2. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
3. The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid.

7. Bid Forms

1. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space to furnish required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases, the Bidder shall design a form to hold the required information.
3. APTS shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

11. Local Conditions

1. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and/ or the cost.
2. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract. APTS shall not entertain any request for clarification from the Bidder regarding such local conditions.

12. Contract Period :

The Contract Period is for 2 years from the date of signing of Contract agreement.

13. Award Criteria

- a) The highest quoted bidder will be the successful bidder to award the contract. The successful bidder has to submit the Performance Bank Guarantee within stipulated time, from any nationalized bank for a period covering 3 months beyond the contract period.
- b) If any bidder found to be involved in corrupt and / or fraudulent practices or the information furnished is found to be fabricated or false or the EMD of all those bidders will be forfeited and their bid will be summarily rejected and will not be considered for evaluation.

- c) In case, if highest bidder does not accept the award of contract or fails to submit the Performance Bank Guarantee or fails to sign the Contract Agreement within time stipulated in the Tender or found to be involved in corrupt and/or fraudulent practices, the next highest bidder will be considered for award of contract, at the discretion of APTS.

13. Award of Contract

The Successful bidder has to submit the Performance Bank Guarantee within 7 days from the date of receipt of Notification of Award from APTS. The PBG should be valid for a period of 60 days beyond 2 years contract period. On submission of Performance Bank Guarantee by the successful bidder, from any Nationalized Bank having at least one Branch in AP, APTS will enter into an agreement with the Successful bidder.

14. Contacting APTS

1. Any effort by a Bidder influencing APTS bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
2. Bidder shall not approach APTS officers after office hours and/ or out side APTS office premises, from the time of the bid opening till the time of award of the Contract.

15. Arbitration :

State and the selected bidder shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a arbitrator acceptable to both, or in accordance with the

Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at Andhra Pradesh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

16. Sub Contracts

1. The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from APTS.
2. The Bidder shall notify the APTS in writing of all subcontracts awarded under the Contract Agreement. Such notification shall not relieve the Bidder from any liability or obligation under the Agreement. The Bidder shall fully indemnify APTS for any claims/damages whatsoever arising out of the Sub contracts.
3. APTS is not liable for any financial / other losses due to subcontracts; it is the sole responsibility of the bidder for such losses.

17. Taxes & Duties:

The Agency is liable for all taxes and duties etc. Bidder shall maintain adequate books and records in this connection and shall make them available for inspection and audit by APTS or any agency authorized by it during the terms of Contract until expiry of the performance guarantee. The Agency should pay all the Taxes & Duties as applicable from time to time and copy of the same shall be submitted to APTS.

18. Penalty Clause:

An amount equivalent to 1% of Work Order value per week will be levied as penalty if the work is delayed beyond 15 days in case of Vijayawada and 21 days in case of other places in the state from the date of receipt of work order from APTS and the same will be deducted from the Performance Bank Guarantee available with APTS. If the delay exceeds 4 weeks, the penalty will be at the rate of 2% per

week of Work Order Value. If the delay is beyond 8 weeks from the date of receipt of work order from APTS, the Work Order is deemed to be cancelled. Further action will be initiated as per provisions of RFP.

19. Termination for default:

1. The APTS, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the vendor, may terminate the contract in whole or in part:
 - a. If the vendor fails to render any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by the APTS as per agreed terms & conditions with the Vendor
Or
 - b. If the vendor fails to perform any other obligation(s) under the contract
Or
 - c. If the vendor, in the judgment of the APTS has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
2. In the event the APTS terminated the contract in whole or in part, APTS may arrange to complete the service, upon such terms and in such manner as it deems appropriate, the vendor shall be liable to pay to APTS for any excess costs for such similar services. However, the vendor shall continue performance of the contract to the extent not terminated.

20. Termination for insolvency

APTS may at any time terminate the Contract by giving written notice to the e-waste Recycler without any compensation, if the e-waste Recycler becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the APTS.

21. Termination for convenience

APTS, may at any time by giving 30 days written notice to the Vendor, terminate the contract, in whole or in part, for its convenience. The notice of termination shall specify the termination is for the APTS / Recycler's convenience, the extent to which performance of the vendor under the Contract is terminated, and the date upon which such termination becomes effective.

22. Performance Security for Operations:

Within 7 days of the issuance of Letter of Intent (LoI), the Bidder shall furnish Performance Guarantee, as provided, to APTS for amount of Rs.2,00,000/-. The Performance Guarantee shall be valid initially for a period of thirty months from the date of signing of contract. The guarantee shall be renewed year by year, at least 30 days before expiry date, for a minimum period of one year and thus cover the balance period of the agreement. The APTS may forfeit the Performance Guarantee for any failure on part of Bidder to complete its obligations under the Agreement. The Performance Guarantee shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by a scheduled bank located in India with at least one branch office in Andhra Pradesh. The Performance Guarantee shall be returned to the Bidder within 30 days of the date of successful discharge of all contractual obligations at the end of the period of the Agreement by APTS. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

23. Force Majeure:

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes,

lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify APTS in writing of such condition and the cause thereof. Unless otherwise directed by APTS, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

24. Exit Management

1. Upon completion of the contract period or upon termination of the agreement for any reasons, the e-waste recycler shall comply with the following:
 - a. Recycle all the e-waste already collected from APTS or from its user departments free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by APTS for fully and effectively divesting the e-waste recycler of all of the rights, title and interest of the e-waste recycler in e-waste Project.
 - b. In case of Termination due to APTS Event of Default, the e-waste recycler shall have completed the e-waste recycling as well as disposal of e-waste material collected from APTS or its user departments, prior to date of Termination Notice. In case of Termination due to Force Majeure Event, the Divestment Requirements shall be agreed between APTS and the e-waste Recycler.
2. Subject to clause 1 of exit management, upon completion of the contract period or termination of the agreement, the e-waste Recycler shall comply to the following.
 - a. All the e-waste collected from APTS / Government Departments / Corporations / Offices must be recycled and disposed as per the e-waste

Guidelines of Central Pollution Control Board / e-waste (Management & Handling) Rules 2016.

- b. The e-waste recycler has to deliver relevant records and reports pertaining to the e-waste recycling and disposal of material collected and complete as on the Divestment Date.
 - c. The e-waste Recycler executes such deeds of conveyance, documents and other writings as the APTS may reasonably require to convey, divest and assign all the rights, title and interest of the e-waste recycler in the e-waste Project free from all Encumbrances absolutely and free of any charge or tax unto the APTS or its Nominee.
 - d. The e-waste recycler complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the e-waste recycler in the e-waste Project free from all Encumbrances absolutely and free of any charge or tax to APTS or its nominee.
3. Not earlier than 3 (three) months before the expiry of the contract Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of the contract, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Consultant as nominated by the APTS shall verify, in the presence of a representative of e-waste recycler, compliance by the e-waste recycler with the Divestment Requirements set forth in relation to the e-waste project and, if required, cause appropriate processes to be carried out at the e-waste recycler's cost for completing the e-waste recycling or disposal. If any shortcomings in the Divestment Requirements are found by either Party, it shall notify the other of the same and the e-waste recycler shall complete the same at its cost.
4. Upon the e-waste recycler conforming to all Divestment Requirements and completing the e-waste recycling and disposal of equipment collected from the user departments of APTS, APTS shall issue a certificate substantially, which will have

the effect of constituting evidence of divestment of all rights, title and lien in the e-waste recycling by e-waste recycler and their vesting in e-waste recycling pursuant hereto. The divestment of all rights, title and lien in the e-waste Recycling shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier.

25. Terms of Reference for e-waste Agency:

1. Service provider should bring awareness in society about e-waste.
2. Database of customers, disposing the e-waste through these Scientific & safe methods has to be maintained.
3. Separate transport vehicles are to be maintained to transport e-waste from the generation point to the recycling unit.
4. Service provider shall maintain all types of communications like e-mail /Fax / Telephone / Mobile Phone.
5. Service provider should collect e-waste within 15 days for twin cities and within 30 days for the district offices from the date of receipt of Work Order.
6. Weighing of e-waste has to be completed at customer's place, before packing and transportation.
7. The cost for handling, packing, loading & unloading, transportation, segregation, recycling and final disposal shall be borne by the service provider.
8. Service provider has to submit Performance Bank Guarantee for an amount of Rs.2,00,000/- by way of Demand Draft valid for a period of thirty months from the date of receipt of Notification of Award.
9. The data available in Hard Disk Drives is to be destroyed permanently before collecting e-waste from Government Departments / Offices.
10. It is the sole responsibility of the service provider for handling and transportation, right from the point of collection till the same is received, processed and disposed finally at their recycling facility, without endangering the environment, providing complete compliance with Legal Obligations.

11. The ownership of e-waste material collected shall pass immediately upon its processing, recycling and disposing off the materials in safe and scientific methods as per e-waste guidelines of Central Pollution Control Board / e-waste (Management & Handling) Rules 2016 and applicable laws and upon issue of a certificate to the Department / Office from where the e-waste material was collected. Copy of the certificate shall be marked to APTS.
12. Service provider should submit a monthly report to APTS, giving the detailed information related to e-waste collected, processed and disposed during the month.
13. Service provider has to follow the six fold manifest system, as per the Central Pollution Control Board / e-waste (Management & Handling) Rules 2016.
14. Service Provider has to maintain the database of equipment received, processed and disposed at every process stage.
15. The recycling and disposal facilities should be in compliance with Air, Water, Noise pollutions and also as per the e-waste guidelines of Central Pollution Control Board / e-waste (Management & Handling) Rules 2016. Any Legal obligations / complications due to Non conformance will be the sole responsibility of the Service Provider only.
16. After completion of entire process for the e-waste material collected from every Customer the Agency / Service provider shall issue a certificate giving the details of e-waste collected, processed and disposed, without endangering the environment, as per the guidelines of CPCB.
17. The Agency / Service Provider shall not sell, distribute or otherwise furnish such material in its original form to any person or entity and will necessarily render the e-waste services only with respect to all the materials collected from APTS / Govt. Departments / Corporations / Institutions and other Offices.
18. Service Provider will undertake to defend, indemnify and hold APTS and Government Departments / Offices from where the e-waste is collected, harmless against and all claims, actions, clauses of action, law suits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorney's fees) (collectively "Losses") incurred by, or imposed or asserted against APTS or Government Departments / Offices amongst other things as a result of mishandling of e-waste material and violation of laws of state / Central Government in recycling / disposing off the e-waste material collected.

Bid Cover Letter

Date: dd/mm/yyyy

To,

Tender Reference No.:

Sir,

We hereby declare:

- i. We are the authorized e-waste recycler or having consortium partner authorized to recycle e-waste.
- ii. That we have e-waste recycling facility as per the details furnished herewith, where the e-waste collected from APTS or its user departments will be processed for recycling and final disposal as per guidelines of Central Pollution Control Board / e-waste (Management & Handling) Rules 2016.
- iii. We do hereby undertake that, in the event of acceptance of our bid, the e-waste collection, transportation, recycling, and disposal will be taken up as per the schedules given by us.

In the event of acceptance of our bid, we do hereby undertake that:

- i. To recycle the e-waste services as stipulated in the schedule of services forming a part of the attached technical bid.
- ii. To undertake the e-waste recycling as per guidelines for 2 years.
- iii. We affirm that the prices quoted are inclusive of handling, transportation, recycling and disposal of e-waste material to be collected from APTS or its user departments offices, located across the state.
- iv. We affirm that the applicable Taxes & duties will be paid by our firm to the respective authority from time to time.

We agree to abide by our offer for a period of 90 days from the last date of submission of commercial bid prescribed by APTS and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision

as per these terms and conditions. There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

Bid Security / EMD in the form of a Demand Draft No. _____& Date _____ issued by _____(bank), valid for an amount of Rupees Fifty thousand only is enclosed in the cover.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail
address

FORM NO.1 (PO1)

Tender Reference No.:

General Information :

1. Name of the Bidder (Company / Firm / Agency) :
2. Registered Office Address :
3. Telephone Number(s) : Phone :
4. Email Address : Fax :
5. Name of the Contact Person & Phone No. :
6. Legal Status : Public Ltd., Company / Private / Partnership firm
7. Details of recycling & disposal facility :
8. Date of Establishment :
9. Details of Quality Certification, Authorizations & consent from Central / State Pollution Control Board attained by the Firm :
10. Details of Authorization for running Recycling Facility :
11. Details EMD furnished :
12. Details of Documents enclosed :

Place :

Date :

Bidder's Signature and seal

Note: Bidder shall scan and upload all the supporting Documents in proof of the above claim.

FORM No II
(PQ2)

Tender Reference No.:

Turnover of the Bidder

Rs. in Lakhs

Sl.N o.	Item description	Turnover in 2015-2016	Turnover in 2016-2017	Turnover in 2017-2018
1	e-Waste			
2	Other services, if any			
	TOTAL			

FORM No. III (PO 3)

Tender Reference No.:

Business Experience & Track Record in last 3 years

Sno	Name of the Client	Name of Project	Project Period	Value in INR	Brief description of the customer services
1					
2					
3					
4					
5					

Place:**Date :****Bidder's signature and seal**

Note : Bidders shall scan & upload all corresponding documents in proof of the above claim.

FORM No.IV (PO 4)

Tender Reference No.:

Compliance to Pre Qualification conditions

SNo	Description	Compliance of the bidder (Yes/No)	Documentary proof submitted (Yes/No)
1	Facilities of the Agency in compliance with the guidelines of Central Pollution Control Board / e-waste (Management & Handling) Rules 2016. (a) proper transport system to transport e-waste material (b) proper collection & storage systems, (c) dismantling and segregation of various parts (d) facilities for extraction of valuable metals (e) facilities for proper treatment, recycling & final disposal of e-waste, as per norms of CPCB		
2	Approval / consent of C.P.C.B. and conformity to the entire requirements stipulated in the CPCB guide lines / e-waste (Management & Handling) Rules 2016.		
3	Valid consent of AP Pollution Control Board		
4	Valid consent of concerned State Pollution Control Board where recycling facility / unit is established		
5	Shall have reputed and proven track record of E-waste Handling and Recycling.		

(Should submit the documents and testimonials to support the above requirements)

Place:

Date :

Bidder's signature and seal

FORM No. V (PO 5)

Self-Declaration for Blacklisting

To,

[Date]

The Managing Director,
Andhra Pradesh Technology Services Ltd.,
R&B Bldg, 3rd Floor, MG Road, Labbipet,
Vijayawada - 520010, India

Sir,

In response to the RFP No. _____, dated _____ for quoting against the RFP as an Director of M/s << Bidder>> , I / We hereby declare that our Company/ Firm _____ is having unblemished past record and was not declared blacklisted/ debarred or ineligible to participate for bidding as on date of submission of the bid by **any State/ Central Govt./ or PSU** due to, breach of general or specific instructions, corrupt/ fraudulent , Non Performance or any other unethical business practices.

Yours faithfully,

Authorized Signatory _____
Name _____
Designation _____
Company name _____

FORM No. VI (PO 6)

LOCAL OFFICE DETAILS with Proof

Form T -1

Tender Reference No.:

The Prospective bidders have to submit all their facilities for rendering the services covered in the scope of this document in the following format:

Item Code:

Item Name:

Sl. No.	Details of Facilities for rendering the services of Collection, Transportation, Recycling and Disposal of e-waste material	Compliance (Complied/Higher/Lower)	Reference for proof of compliance (Required docs to be uploaded along with technical bid)
A	B	E	F
			(Detailed reference such as doc name, para no. page no. etc. should be provided)

Form – F1

Tender Reference No.:

Form for Price Bid for “E-waste Recycler Services”

Sl.No.	Description	Bid Amount (ie., Amount to be paid to APTS) in Rupees Per Kg. of e-waste
1	E-waste material	