





# Request for Proposals for Empanelment of E-Waste Recyclers for E-Waste Disposal

#### **REQUEST FOR PROPOSALS**

RFP NO. ICT/RFP/20220622

July 2022

South Asian University
(a University established by SAARC nations)

www.sau.int Phones: +91 11 24195000 / +91 11 24122512 – 14

## **TENDER DOCUMENT**

## **Empanelment of E-Waste Recyclers for E-waste Disposal at SAU**

## **Table of Contents**

1. Introduction	3
1. Introduction	3
3. Eligibility Criteria	3
4. Bidding Process	4
5. Technical Bid	
6. Bid Validity Period	5
7. Earnest Money Deposit	5
8. Preliminary Scrutiny	5
9. Clarification of Offers	5
10. Verification	5
11. No Commitment to Accept Any Bid	5
12. Empanelment Criteria	5
13. Intimation About Empanelment	
14. Disposal of e-Waste from SAU	
15. Removal from the Panel	
16. Indemnity to SAU	6
17. Authorized Signatory	
18. Force Majeure	6
19. Resolution of Disputes	7
20. Language of Tender	
21. Amendments	
22. Modification and Withdrawal of Bids	7
Annexures	8

#### 1. Introduction

South Asian University (SAU) intends to empanel e-waste recyclers registered with Delhi Pollution Control Committee (DPCC) or Central Pollution Control Board (CPCB) for a period of three years from the date of issuance of empanelment letter.

This empanelment shall be applicable for the SAU campus located on Rajpur Road, Maidangarhi, New Delhi 110068.

Once the empanelment of e-waste recyclers is done, the quotations for e-waste disposal for specific items to be mentioned shall be invited by SAU as per requirements as and when needed.

#### 2. Schedule

The South Asian University (SAU) invites tenders for Empanelment of E-Waste Recyclers for E-waste disposal:

Description	EMD (in INR)	Last Date & Time for submission of tenders	Date & Time for opening of Technical Bids	Validity of offer
Empanelment of E-Waste	Submit bid securing	03 August	03 August	90 days from
Recyclers for E-waste disposal at	declaration as per	2022 Up to	2022 at	bid
South Asian University,	format in Annexure V	3.00PM	3.30PM	submission
Maidangarhi, New Delhi 110068				deadline

#### Bid Submission Address:

The Registrar South Asian University Chanakyapuri New Delhi 110 021

registrar@sau.int

011 - 24122512

[Note: All the tenderers must note that any amendments / corrigendum to the tender, if issued in future, will only be notified on the SAU website (http://www.sau.int). The University reserves the right to accept or reject any or all Tenders without assigning any reason thereof.]

## 3. Eligibility Criteria

- The Bidder must be a registered corporate in India under the Companies Act, 1956 or Companies Act, 2013. The documents for the incorporation as a Company should be submitted.
- ii. The Bidder must be registered with Delhi Pollution Control Committee (DPCC) / Central Pollution Control Board (CPCB) under the category of E-waste Recycler. The copy of certificate in this regard must be submitted.

- iii. The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or debarred / banned / blacklisted with any Government Agency. A Self Declaration to that effect should be submitted.
- iv. The Bidder should have executed the e-waste recycling for **at least two organizations** (Government / PSU / Higher Education Institution / Research Institution) in the Delhi NCR region, in the three years preceding the bid submission date as mentioned in Annexure III. A copy of such orders from respective organizations to be submitted.
- v. The Bidder should have a full-fledged office in Delhi NCR and should have arrangements to provide e-waste recycling services in Delhi NCR as per Annexure V.

## 4. Bidding Process

- 4.1 The sealed bids along with all the supporting documents should reach SAU at the address mentioned in Section 2 before the bid closing date and time. The sealed bids can be sent through registered post/courier or can be hand-delivered.
- 4.2 Bids will be opened on scheduled dates mentioned in this RFP in the presence of Bidders' Representative who choose to be present on the date, time and address mentioned in Section 2 above, or as amended by SAU any time.
- 4.3 South Asian University will not be responsible for any delay due to any reasons.

#### 5. Technical Bid

The bidders shall submit their Technical bid containing all the required documents in a sealed cover to the address given in Section 2 above. The Technical bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should include all components asked for in the table below (**Table 5.1**) along with all the supporting documents. The suggested format for submission of technical bid is as follows:

Sr. No.	Table 5.1: Documents for Technical Bid	Annexure
1.	Covering Letter	I
2.	Company Profile	ll l
3.	Client details for disposal of E-waste from at least two organizations (Government/PSU/Higher Education Institution/Research Institution) during last three years preferably covering Delhi NCR.	III
4.	Details of Offices / Support Centers	IV
5.	Bid Securing Declaration	V
6.	Generic E-mail ID and Escalation Matrix	VI
	Authorization Letter/ Board Resolution for an Authorised Representative	VII
	Certificate from the company for not being banned or blacklisted since its incorporation	VIII
9.	Certification from Delhi Pollution Control Committee (DPCC) / Central Pollution Control Board (CPCB) under the category of E-waste Recycler	IX

## 6. Bid Validity Period

The bid for this RFP shall be valid for a period of 90 days from the closing date of the RFP/tender. Any offer falling short of the validity period is liable for rejection.

## 7. Earnest Money Deposit

Submit bid securing declaration as per format in Annexure V.

## 8. Preliminary Scrutiny

SAU will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed. SAU may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and SAU reserves the right for such waivers.

#### 9. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, SAU may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

#### 10. Verification

SAU reserves the right to verify any or all statements made by the bidders in the documents submitted in this RFP/tender and to inspect the bidders' facilities, if necessary, to establish to its satisfaction about the bidders' eligibility.

## 11. No Commitment to Accept Any Bid

SAU shall be under no obligation to accept any offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. SAU reserves the right to make any changes in the terms and conditions of purchase. SAU will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

## 12. Empanelment Criteria

The empanelment of the vendors shall be done based on the eligibility criteria mentioned in this RFP. The documents submitted by the bidders in this regard shall be scrutinized. The list of documents is mentioned in **Table 5.1.** 

## 13. Intimation About Empanelment

The empaneled bidders shall be intimated about their empanelment in writing. The Empanelment of Vendors shall be valid for a period of three years. However, SAU reserves the right to extend the validity of empanelment for further period as per the requirement with same terms and conditions.

## 14. Disposal of e-Waste from SAU

For the disposal of e-waste, SAU shall invite quotations from the empaneled vendors, from time to time as and when needed, and issue purchase orders to the vendor quoting the highest amount i.e. H1 amount for that particular e-waste disposal.

The H1 vendor shall be required to provide the H1 amount in advance to the University, collect the e-waste as per the list provided and dispose of the e-waste as per the guidelines of DPCC/CPCB. Thereafter, the vendor shall provide the certificate for disposal of that particular e-waste to SAU.

#### 15. Removal from the Panel

SAU also reserves the right to remove the vendors from the panel based on their performance during the panel years.

SAU reserves the right to review this panel anytime during the validity period and remove any vendor from this panel in one or more of, but not limited to, the following circumstances:

- a) Failure in executing three consecutive work orders by any of the SAU Offices;
- b) Repeated delays in execution of the work;
- c) Breach of any of the terms and conditions of the RFP/tender;
- d) Vendor goes into bankruptcy or liquidation;

In addition to the removal of vendor from this panel, SAU reserves the right to debar the vendor to participate in future RFPs/tenders floated by SAU.

In case any empaneled vendor ceases to be registered with DPCC/CPCB during the validity of this panel, the said vendor shall automatically be deemed to have been removed from the panel unless the vendor gets registered again with the DPCC/CPCB and informs SAU in this regard.

## 16. Indemnity to SAU

The Empanelled Vendors shall furnish a copy of the registration from DPCC/CPCB. Further, the empanelled vendors shall keep SAU indemnified against any losses or damages on account of any violation of prescribed processes for disposal of e-waste.

## 17. Authorized Signatory

The person who is signing the bids on behalf of the company should be authorised signatory as per their Board Resolution. Copy of the Board Resolution for such authorization should be submitted as per Annexure VII.

## 18. Force Majeure

The Empanelled Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of South Asian University in fires, floods and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify South Asian University in writing of such conditions and the cause thereof within seven calendar days. Unless otherwise directed by South Asian University in writing, the Vendor shall continue to perform its obligations

under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, South Asian University and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of South Asian University shall be final and binding on the vendor.

## 19. Resolution of Disputes

South Asian University and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, South Asian University and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration. The matter regarding any dispute shall be referred for arbitration to any Officer appointed by the President SAU, whose decision shall be binding and final.

## 20. Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and SAU and supporting documents and printed literature shall be in English language only.

#### 21. Amendments

SAU may, at its discretion, amend or modify the bid submission deadline or any other condition(s) spelt out in this RFP which will be intimated through the SAU website.

### 22. Modification and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

#### **Annexures**

#### Annexure I

(Letter on the Vendor's letterhead)

The Registrar South Asian University New Delhi

Dear Sir,

## Sub: Your RFP/Tender for Empanelment of vendors for e-waste recycling at South Asian University

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the Empanelment for e-waste recycling.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP/tender and enclosures.

We also understand that SAU is not bound to accept the offer either in part or in full and that the SAU has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories (Name & Designation, seal of the firm) Date:

#### **Annexure II**

#### **Company Profile**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No	Item	Details
1	Name of Company	
2	Date of registration of the Company	
3	Postal Mailing Address	
4	Name, designation, Tel, Mobile, email of TWO officials authorized to make commitments to the South Asian University	1.
		2.
5	GST Number	
6	PAN Number	

Signature (Name & Designation) Date :

#### **Annexure III**

E-waste disposal experience of last three years from Delhi NCR. Documentary evidence to be uploaded.

Name of the Vendor \_\_\_\_\_

2

Sr. No.	Name of the	Client's Contact person details	Supporting documents (Work
	Client	Name	order/final execution
		Address	certificate)
		Tel. No.	
		Email id	
1			

Signature
(Name & Designation)
Date:

#### **Annexure IV**

## **Details of Offices / Support Centers in Delhi NCR**

Name of the Vendor \_\_\_\_\_

Sr. No.	Place/Office location	Postal Address	Contact details with Name, Designation, Mobile, email id etc.
1.			

Signature (Name & Designation)

#### **Annexure V**

#### **Bid-Securing Declaration**

[The Bidder shall fill in this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission]

Bid No.: [insert identification number of Bid]

To: [insert complete name of Contracting Authority]

We, the undersigned, declare that:

We understand that, according to your bid inviting conditions, proposals must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the South Asian University for a period of time of **3 years** starting on the last date of submission of this bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- 2. have withdrawn/modified/amended, impaired or derogated from the tender, our Bid during the period of bid validity as specified in the abovementioned Bid;
- 3. having been notified of the acceptance of our proposal by SAU during the period of applicable bid validity mentioned in the aforementioned Bid, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the specified Performance Security upon completion of the RFP process consequent upon being shortlisted by an EOI process

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid- Securing Declaration Form]
Name: [insert complete name of person signing the Bid-Securing Declaration Form]
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

# Annexure VI Generic E-mail ID and Escalation Matrix

## Name of Company:

## 1. Service related issues (Escalation Matrix)

Sr. No .	Name	Designation	Full office address, Fax No.	Phone Number	Mobile No	Fax No	Email address
		First level Contact (initial contact)					
		Mid level Contact (in case of no response from initial contact)					
		Top level Contact (in case of no response from mid level contact)					

Any change in designation, substitution will be informed by us immediately.

Signature Name of representative Designation, Company Seal

#### **Annexure VII**

(On Company's Letterhead)

Authorization letter / Board Resolution from the Company regarding the Authorised Representative for signing of documents and bids related to this RFP

#### **Annexure VIII**

(On Company's Letterhead)

Certificate from the company for not being banned or blacklisted as on date of bid submission

#### **Annexure IX**

Certification from Delhi Pollution Control Committee (DPCC) / Central Pollution Control Board (CPCB) under the category of E-waste Recycler