



ITI LIMITED
(A Government of India Undertaking)

PALAKKAD PLANT
KANJIKODE WEST, PALAKKAD – 678 623
KERALA STATE, INDIA
Web Site: www.ityltd.in

**Notice Inviting Expression of Interest for Empanelling
Producer Responsibility Organizations responsible for
obtaining EPR Authorization and collect and channelize
e-waste on behalf of ITI Limited Palakkad Plant**

Notice Inviting Expression of Interest for Empanelling Producer Responsibility Organizations responsible for obtaining EPR Authorization and collect and channelize e-waste on behalf of ITI Limited Palakkad Plant

Ref: ITI/PCB/EO/EOI/02

Date: 14.01.2021

ITI Limited, a Central Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India with major customers being BSNL, MTNL, Defence Organisations etc. Palakkad Plant of ITI Limited is an ISO 9001:2015 and ISO 14001:2015 certified company engaged in Manufacturing of Printed Circuit Boards, Smart Cards, Electronic Assemblies etc.

ITI Ltd, Palakkad as a producer of Electronic Equipment is interested in taking Collective Producer Responsibility (CPR) approach in seeking a grant of Extended Producer Responsibility (EPR) authorization from Central Pollution Control Board (CPCB) under E-Waste Rules, 2016.

Purpose of this EOI: ITI Ltd invites responses through sealed Expression of Interest (EOI) from reputed and competent firms, having good credentials to be empanelled for selection as PRO (Producer Responsibility Organization) in order to support it in getting the EPR Authorization from CPCB.

Further the PRO should manage all EPR Management obligations of ITI Palakkad under E-Waste Rules, 2016 on behalf of ITI Palakkad as per the guidelines of CPCB including filing of annual/quarterly returns.

The EOI schedule is given as under:

Publication of EOI	-	15.01.2021
Last date for seeking clarifications	-	30.01.2021
Publication of clarifications	-	05.02.2021
Due date for Submission of EOI	-	10.02.2021 up to 14.00 Hrs.
Bid Opening	-	10.02.2021 14.30 Hrs

Thanking you,
For ITI Ltd, Palakkad

Dy. Manager & Environment Officer,

PCB Dept., ITI Limited,
Kanjikode West, Palakkad -678623
O: +91 0491 2564204; M: +91 9446638050
E: radhakrishnanm_pkd@itiltd.co.in; F: +91 491 2566009

1. SCOPE OF EOI:-

- 1.1 The PRO shall be capable of and responsible for managing overall obligations/responsibility of ITI Palakkad Plant in line with E-Waste Management Rules, 2016 notified by the Ministry of Environment Forest and Climate Change (MOEFCC), to obtain a **“Grant of EPR Authorization and EPR Plan Implementation on behalf of ITI Ltd Palakkad”** which include and not limited to Applying for and obtaining EPR Authorization, Pan India E waste collection, Recycling, filing necessary returns etc., and or any other requirements as per relevant CPCB guidelines.
- 1.2 Developing and implementation of best and suitable EPR plan upon considering the ITI Product categories.
 - 1.2.1 Designing the reverse logistics network plan with flowchart of channelization of e-waste.
 - 1.2.2 Establishment of collection mechanism
 - 1.2.3 Implementation of buy back/ take back/ DRS/ e-waste exchange
 - 1.2.4 Establishment of collection centers/ points this may include setting up of collection godowns or operating through warehouses as per the guidelines of CPCB
 - 1.2.5 Ensuring the traceability of e-waste collected and channelized
 - 1.2.6 Ensuring Environmentally sound dismantling and recycling of e-waste
 - 1.2.7 Conducting awareness programs among consumer's/bulk consumers for collection and channelization of e-waste
 - 1.2.8 Call Center Service (Toll Free Number)
 - 1.2.9 Preparation of Documents required appending along with Form-1.
 - 1.2.10 Filing Annual/Quarterly returns as needed by CPCB
 - 1.2.11 Follow up queries from CPCB related to EPR Authorization, Plans and Implementation.

2. QUALIFICATION CRITERIA FOR SELECTION OF BIDDER

- 2.1 Bidder must be a recognized company registered under Indian Companies Act 1956 and should have been in existence in the area of activity called for in this EoI for a period of five years prior to the date of issue of this EOI. Certificate of Registration to be submitted for this clause as supporting document.
- 2.2 The Bidder should Register with CPCB, as per Rule 13 (1) (xvii) of E- Waste Management Amendment Rules, 2018. Certificate of Registration to be submitted for this clause as supporting document.
- 2.3 The bidder should be a PRO with experience of having successfully completed similar works during last 3 years. List of customers with scope of assignments undertaken on behalf of them during the period should be enclosed with the bid. Copies of work order & performance certificate from at least 3 renowned customers on similar assignment to be enclosed as part of bid.
- 2.4 The Bidder shall submit an undertaking on its readiness to fulfill all obligations including co-ordinating with the CPCB on behalf of ITI Limited for obtaining EPR Authorization and

Managing EPR Plan if selected as a PRO.

- 2.5 Bidder should have made profit during last 2 financial years (**2018 -19 and 2019-2020**). Copies of audited statement for last two years to be submitted as part of the bid.
- 2.6 As part of the bid, the bidder should submit a clear road map for implementation of its obligations for obtaining EPR Authorization and managing the same on behalf of ITI Limited if it is selected and entrusted with the task as a PRO,
- 2.7 Bidder should submit its capacity for handling e-waste, which may include capacity for collection, storage, transportation and capacity of its dismantler and recycler with whom it has agreement for dismantling and recycling. Also provide collection mechanism details such as- collection points/centers, take back arrangements/ buy back arrangement, details of reverse logistics arrangement (toll free numbers, contact details) etc.
- 2.8 The Bidder or its partnered Consortium shall have Authorization of facilities possessing Environmentally Sound Management Practice for Dismantling or Recycling of E- Waste (Form-4). Certificate of Registration to be submitted for this clause as supporting document.
- 2.9 Bidder shall be an ISO 9001certified firm. Copy of the certificate to be submitted along with bid. Any other certifications/standards such as R2 (The Responsible Recycling) etc., may also be included in the bid.
- 2.10 The bidders to this EOI should certify their status with regard to imposition of any penalty on non-performance and blacklisting. Self-declaration to be submitted along with the bid.
- 2.11 The bidder may be called up on to present a PoC (Proof of Concept) as part of bid evaluation.
- 2.12 The Bidder shall be ready to give clarifications, as required, on any part of the offer to ITI. In the event of lack of proper and timely response from the bidder, his bid will not be further processed/evaluated for empanelment.

2.13 Checklist of documents/information to be submitted:

1	Company Profile
2	Certificate of Incorporation & Memorandum as per clause 2.1
3	Certificate of PRO Registration from CPCB as per clause 2.2
4	List of customers with scope of assignments undertaken during past three years as per clause 2.3
5	Copies of work orders and Performance certificates for similar projects executed as per clause 2.3
6	Undertaking as per clause 2.4
7	Audited financial statements for the last 2 years., 2018-19 & 2019-2020 as per clause 2.5
8	Roadmap as per clause 2.6
9	Details as per clause 2.7
10	Certificate of Registration as per clause 2.8
11	Quality certificate like ISO, R2 (if available) etc. as per clause 2.9
12	Self-declaration as per clause 2.10
13	Undertaking on readiness to present PoC as per clause 2.11

14	GST certificate
15	Copy of PAN Card
16	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)
17	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
18	Bidders Details as per Annexure I
19	Clause by clause compliance of EOI terms and conditions

Note: - The bids shall include a cover letter enlisting the documents attached as above, in that order.

3. Selection of PRO

PROs empanelled as per the EoI will be invited for participating in a limited commercial bid for selection of PRO for EPR Approval and implementation on behalf of ITI Limited, Palakkad Plant.

4. SUBMISSION OF BIDS

4.1. Bidders may please send their proposals in sealed cover to the following address:

**Dy. Manager & Environment Officer,
PCB Dept., ITI Limited,
Kanjikode West, Palakkad -678623
O: +91 0491 2564204; M: +91 9446638050
E: radhakrishnanm_pkd@itiltd.co.in; F: +91 491 2566009**

4.2. All the pages of the technical offer shall be signed by an authorized person of the bidder with seal.

5. **Late bid:** Any bid received after the prescribed timeline shall be rejected and shall be returned unopened to the bidder.
6. **Language of offers:** The offers prepared by the bidder and all the correspondences and documents relating to the offers exchanged by the bidder, shall be in English language.
7. **Authorized Signatory:** All certificates and documents received as part of the offer shall be signed by the Authorized Representative (signing is not mandatory for technical manuals or documentation). The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be submitted when demanded by ITI.
8. ITI reserves the right to suspend or cancel the EoI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
9. **Cost of EoI:** The Bidder shall bear all costs associated with the preparation and submission of his/her response against this EoI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EoI process.
10. **Amendment of EoI:** ITI, may, for any reason, whether at its own initiative or in response to a

clarification requested by a prospective bidder, modify the EoI document by an amendment in line with the timelines published. In order to seek more responses, ITI may, at its discretion, extend the last date for the receipt of offers.

- 11. Disclaimer:** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

ITI LIMITED

Annexure I

BIDDER PROFILE

1.	Name and address of the company		
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)		
3.	Area of business		
4.	Annual Turnover for 2 financial years (Rs. in Cr)	2018-19	2019-20
5.	Date of Incorporation		
6.	GST Registration number		
7.	PAN Number		
8.	CIN Number, if applicable		
9.	Number of technical manpower in company's rolls		
10.	Details of the Power of Attorney singing the EOI and the Respective Technical/Projects Lead		
11.	Projects under execution		
12.	Are you a PRO for any CPSU/Govt. Organization, if so provide their details		

ANNEXURE II

PRE CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/Tender Documents having a value of Rs.....Or more to be signed by the bidder and same signatory Competent/Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender

No.....

THIS Integrity Pact is made onday of.....20.....

BETWEEN:

ITI Limited ,.....having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore - 560 016 and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

.....represented by Chief Executive Officer (hereinafter called the Bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for (name of the Stores/equipments/items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 - COMMITMENTS OF THE PRINCIPAL

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any

bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 - COMMITMENTS OF THE BIDDER/ CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 - DISQUALIFICATION FROM FUTURE CONTRACTS

FROM TENDER PROCESS & EXCLUSION

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal IS entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s)with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 - PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above

and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 - COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub- contractors / sub-vendors / associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by IT1 are as under:

Shri Javeed Ahmad, IPS(Retd.) M-1101, Shalimar Gallant Apartment, Vigyanpuri ,
Mahanagar, Lucknow- 226006

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the

Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within..... toweeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11- PACT DURATION

11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.

11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/ Contractor(s).

11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/ determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

12.6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/ CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

1)

2).....

Witness

1)

2)