



**The Clearing Corporation of India Ltd.
Clearcorp Dealing Systems (India) Limited**

Request for Proposal (RFP)

for

Dispose of E-waste

RFP No: CCIL/IT/RFP/AT/24/087

Dated: June 19, 2024

Office Address: The Clearing Corporation of India Limited, CCIL Bhavan, S. K. Bole Road, Dadar (W),
Mumbai – 400028. (I.T. Department).

[Website : https://www.ccilindia.com](https://www.ccilindia.com)

The Clearing Corporation of India Ltd

IT Department

The Clearing Corporation of India Ltd. (CCIL) (CIN: U65990MH2001PLC131804) was set up in April, 2001 to provide guaranteed clearing and settlement functions for transactions in Money, G-Secs, Foreign Exchange and Derivative markets. CCIL's adherence to the stringent principles governing its operations as a Financial Market Infrastructure has resulted in its recognition as a Qualified Central Counterparty (QCCP) by the Reserve Bank of India in 2014. Clearcorp Dealing Systems (India) Ltd. (Clearcorp)(CIN: U74999MH2003PLC140849), a wholly owned subsidiary of CCIL, was incorporated in June, 2003 to facilitate, set up and carry on the business of providing dealing systems/platform in Repos and all money market instruments of any kind and also in foreign exchange (FX-CLEAR) and currencies of all kinds.

CCIL and Clearcorp invite technically complete and commercially competitive proposals from reputed organizations/vendors registered as Recycler of e-Waste with Central Pollution Control Board for disposal of IT items for e-Waste on "as is where is basis".

A. Important Instructions for the RFP

Table 1: Information

RFP Reference number	RFP no: CCIL/IT/RFP/AT/24/087 Dated 19 th June 2024.
Date and Time of Inspection	20 th June 2024 – 21 st June 2024 (10:00 AM to 6:00 PM)
Last Date and Time for submission of proposal	24 th June 2024 06:00 PM (Proposals received after the due date may be rejected)
Name and address of communication.	Mr. Aditya Tripathi (Deputy Manager– IT) The Clearing Corporation of India Ltd. CCIL Bhavan, S K Bole Road, Dadar (W), Mumbai – 400028. <u>Landmark – Near Portuguese Church</u>
Contact Telephone Numbers	Phone : 022 – 61546219 / 7045419813

Note: The RFP can be downloaded from CCIL's web site <https://www.ccilindia.com>

The proposals may be addressed to Mr. Aditya Tripathi, The Clearing Corporation of India Ltd, CCIL Bhavan, S K Bole Road, Dadar (W), Mumbai – 400028. Please note that CCIL and Clearcorp reserve the right to accept/reject any/all bids without assigning any reason whatsoever.

Please write to Mr. Aditya Tripathi at atripathi@ccilindia.co.in, before the submission due date & time, in case of any queries.

1. The vendor must compulsorily bid for the all the items, listed in Annexure I.
2. The Empanelled vendors need to submit an undertaking that all the e-waste items, as proposed by for CCIL and Clearcorp disposal will be disposed off as per e_waste disposal guidelines of State / Central government authorities.
3. RFP is limited to all vendors who fulfill the eligibility criteria for disposal of E-waste. The bidder has to submit the details of eligibility criteria as mentioned in Annexure – VIII.
4. The bidder shall mandatorily submit Letter of Undertaking to CCIL while submitting the bids. (Format is enclosed with tender document as Annexure –III)
5. The Vendor shall be duly authorized by all proper corporate action, and shall not be in violation of any

provision of its organizational documents or any law, regulation applicable to it, and shall have secured all necessary approvals or authorizations or any other action under applicable law.

B. Vendors Eligibility Criteria:

1. The vendor 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.
2. Vendor should have at least 3 (Three) years' experience in the management of e-waste as on 31st March 2024. The date for reckoning 3 years' experience will be the date of registration or commencement of business, whichever is later.
3. The vendor should not have been a debarred/ banned/ black-listed entity by any Government/ Banks/ Financial Institutions/ PSU/ IT Industry. A Self Declaration / Referral Letter to that effect should be submitted.
4. The Bidder should have executed the e-waste recycling for at least two organizations (Government/ Banks/ Financial Institutions/ PSU/ IT Industry). A Self Declaration to that effect should be submitted.
5. The vendor should have a minimum installed capacity of at least 100 MTA across all their registered recycling/dismantling units in India. A Self Declaration to that effect should be submitted
6. The bidders should be able to provide with a Certificate to the effect that after deactivation/ destruction of the data and/or destruction of storage media, the data cannot be retrieved by using any procedure.
7. Bidders should have certifications like ISO 9001, Environmental Management Systems (ISO14001) or Occupational Health & Safety Advisory Services (ISO 18001) etc. A Self Declaration to that effect should be submitted.
8. The vendor shall have to provide services required at Mumbai and Hyderabad as per RFP document.
9. The vendor must be registered with MOEF (Ministry of environment and Forests) / CPCB (Central Pollution Control Board) / SPCB(State Pollution Control Board) / Pollution Control Committee (PCC) as re-cyclers/ dismantlers.

C. Scope of work

1. Scope includes collecting & purchasing various E-waste items (identified by CCIL and Clearcorp for disposal) from our premises on "as is where is basis" for disposal/ recycling / reusing in line with Central/State Government guidelines.
2. CCIL and Clearcorp is looking for end-to-end Services (collection, transportation, dismantling, recycling and / or final disposal) from bidders registered and abiding the criteria as per Government of India guidelines currently in force and from time to time having established facilities for management of e-waste.
3. The vendor shall ensure to pick up the E-waste within 30 Days from the date of request for collection.
4. The vendor shall, no later than 30 days be required to submit all the documents to CCIL and Clearcorp as given in "General Terms & Conditions" point no 14.
5. It will be the responsibility of the vendor for safe transit of the E-waste from CCIL and Clearcorp location to vendor's location. In case of any untoward incident happened during transition of e-waste, the vendor should be held sole responsible for the loss/consequences.
6. Vendor will do the EPR filing for CCIL.

D. General Terms & Conditions:

1. CCIL and Clearcorp reserves the right to change / modify the requirement at any given point of time.
2. In the event of the specified date for the submission of proposals being declared a holiday for CCIL / Clearcorp, the proposals will be received up to the appointed time on the next working day.
3. CCIL / Clearcorp, at its discretion, extend the timeline for submission of proposals by amending the RFP Document, in which case, all rights and obligations of CCIL / Clearcorp and Vendors previously subject to the timeline will thereafter be subject to the timeline as extended.
4. Proposal rejection criteria are mentioned below.
 - CCIL / Clearcorp reserves the right to reject the proposals received after the due date.
 - CCIL / Clearcorp reserve the rights to reject the incomplete proposal
 - CCIL / Clearcorp reserve the right to reject any proposal without assigning any reason thereof.
 - CCIL / Clearcorp’s decision in this respect will be final.
5. The vendor may inspect the items on above mentioned scheduled dates for better understanding about the items they are bidding for.
6. The items under disposal of e-waste shall be given to highest price bidder. No items, once disposed to the successful bidder, shall be taken back by CCIL / Clearcorp.
7. Vendors are expected to offer their best price in the format given in Annexure-I for better understanding vendor may pay a visit for inspecting the equipment. Proposals shall remain valid for 90 days from the last date of submission. A proposal valid for a shorter period may be rejected as non-responsive. CCIL / Clearcorp reserve the right to request the Vendor to extend the validity of the proposal through official correspondences.

Vendors need to pay 100% amount in advance by demand draft / pay order favoring “The Clearing Corporation of India Ltd” for CCIL and “Clearcorp Dealing Systems India Limited” for Clearcorp. The vendor may pay by NEFT / RTGS.
8. The vendor shall ensure to pick up the E-waste within 30 days from the date of acceptance of E-waste disposal contract.
9. The E-waste needs to be picked up from the following location. Location wise breakup of assets for E-Waste Disposal is given in table below.

Table 2: Office Location

Sr.	CCIL Office Location	Address
1	Mumbai – Dadar	The Clearing Corporation of India Ltd. CCIL Bhavan, S K Bole Road, Dadar (W), Mumbai – 400028 Landmark – Near Portuguese Church
2	Mumbai – Kurla	The Clearing Corporation of India Ltd. Unit 14A/B, Commercial 2, Building 1, 4th floor , Kohinoor City, Kirol road, off LBS Road, Kurla (West), Mumbai - 400070.
3	Hyderabad	The Clearing Corporation of India Ltd. Sify Infinit Spaces Limited Survey No. 115/1, Nanakramguda, Financial District, Hyderabad- 500032, Telangana, India

Note: CCIL and Clearcorp reserve the right to change the pickup locations as and when required.

10. The Successful bidder need to submit an undertaking that all the E-waste will be disposed-off as per E-Waste Management Rules, 2016 (as amended from time to time) notified by Ministry of Environment &

Forest (applicable rules till date).

11. Bid may be submitted duly signed and stamped by the vendor's authorized signatory not later than 05:00hrs IST 24th June 2024 for E-waste items listed in **Annexure - I**. Further, the bids should be submitted in sealed envelopes clearly superscribing on the envelope "RFP Response – Disposal of E-waste" and "Confidential" as per "RFP No: CCIL/IT/RFP/AT/24/087 dated 19th June 2024."
12. The bidder shall submit their commercial bid as per the commercial format enclosed with this document.
13. The bidder shall be required to quote for all items in INR.
14. Post handing over the assets to the selected vendor, the vendor shall, no later than 30 days be required to submit such documents to CCIL and Clearcorp as given below:
 - Copy of Form 2 & Form 6.
 - Get the Maharashtra Pollution Control Board (MPCB) passbook stamped by CCIL and Clearcorp.
 - Data Destruction Certificate.
 - "Green Certificate" for being environmentally responsible.
 - Any other certification /document CCIL/Clearcorp may require arising from or arising out of this engagement.

A self-declaration to this effect should be submitted.

15. CCIL and Clearcorp will award the contract to the successful vendor where the proposal has been determined to be the best valued. CCIL and Clearcorp reserves the rights to reduce the quantity of its assets and the vendor shall agree to it and make the payments at actual. CCIL and Clearcorp decisions in this respect will be final. CCIL and Clearcorp reserves the right to award the contract to the vendor as it deems fit.
16. Admission and working at the site: All the personnel deputed by vendor shall comply with the instructions and follow the required security norms in respect of the personnel, vehicles, materials etc
17. Indemnification: Subject to Indemnification Procedure (defined hereinbelow), Contractor shall indemnify, defend and hold and save harmless, CCIL and its officials, agents and employees, from and against all third party suits, proceedings, claims, demands, losses and liability, damages, payments of any kind of nature ("Damages"), as may be finally awarded to such third party by a court of competent jurisdiction or as a result of final written settlement (as applicable), in each case, brought by any third party against CCIL, including but not limited to, all litigation costs and expenses, attorney's fees, (as incurred), in each case solely and directly based on, arising from, or relating to:
 - (a) allegations or claims that the possession of or use by CCIL of any deliverables or Services provided or licensed to the CCIL under the terms of the Contract, in whole or in a combination contemplated by the mutually agreed specifications, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party, subject to IP Exceptions; or
 - (b) any grossly negligent, fraudulent or illegal acts or omissions of Contractor; or any employment related claims against CCIL by any sub-contractor of Contractor or any one directly or indirectly employed by Contractor or breach of confidentiality obligations by Contractor which give rise to legal liability to anyone not a party to the contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation for Contractor resources.
 - (c) For failure to comply with requirements of the section 6 hereof titled "APPLICABLE LAW.
 - (d) any claim brought by the resources supplied or deployed by the Contractor, as per this Work Order/Agreement or in furtherance thereof, including but not limited to:
 - i. any claim to be deemed as employee//worker of CCIL,
 - ii. any claim demanding any form employment from CCIL,

- iii. any claim for any benefits or statutory right available to an worker/employee from employer under any law in force,
- iv. any claim arising as a consequence of any payment made by CCIL to the resources on occasion of default by the Contractor,
- v. any claim arising as a consequence of Contractor's failure to adequately control and supervise the resources deployed, and
- vi. any claim arising out of Contractor's non-compliance with or failure to fully comply with the Annexure _____ titled "List of Labour Law Compliances – Contractor".

Notwithstanding anything to contrary, Contractor shall not be liable to indemnify for an infringement claim or have any liability hereunder to the extent such a claim arose from: (i) any alteration or modification of any deliverables or Services not provided or authorized by Contractor in writing, (ii) use of the deliverables or Services in combination with other programs or data not intended by Contractor to be used with the Services; (iii) use of the deliverables or Services in a way not provided for or described in the Contract; (iv) third-party software (v) Contractor's compliance with CCIL's designs, specifications or instructions; or (vi) any CCIL provided CCIL intellectual property ("**IP Exceptions**")

If a third-party claim of infringement occurs, or if Contractor determines that such a claim is likely to occur, Contractor shall have the right, in its sole discretion, to either: (a) procure for CCIL, as applicable, at Contractor's expense, the right or license to continue to use the infringing deliverables or Services free of the infringement claim; or (b) replace or modify the infringing deliverables or Services to make it non-infringing. If neither of these remedies are reasonably available to Contractor, Contractor may require CCIL, as applicable to cease using the infringing deliverables or Services and Contractor will issue CCIL a pro-rated refund for the infringing portion of the Services or deliverable ("**IP Remedies**").

Notwithstanding anything to contrary, any indemnification obligation of Contractor under this Agreement shall be subject to and provided that: (i) CCIL promptly notifies Contractor, in writing, of the claim or threat of a claim: (ii) at Contractor's reasonable request and expense CCIL provides Contractor with reasonable assistance for the defense of the claim; and (iii) Contractor has sole and exclusive control of the defense of any such claim and all negotiations for settlement or compromise; provided that any act or inaction of Contractor which imposes liability on CCIL pursuant to or in connection with the defence of such claim will be subject to the consent of CCIL, which consent shall not be unreasonably withheld or delayed; and provided further that Contractor shall not enter into any settlements or compromise on behalf of the CCIL without the prior consent of the CCIL, which consent shall not be unreasonably withheld or delayed ("**Indemnification Procedure**").

18. Arbitration: In the case of any dispute or any difference between the parties arising out of or in relation to this contract including disputes or differences as to the validity of this contract or interpretation of any of the provisions of this contract, the same shall be resolved by mutual discussion.

Failing such resolution by mutual discussion, the same shall be referred to a panel of 3 arbitrators, one to be appointed by CCIL and the other by Contractor and the third by both the arbitrators. The arbitrator so appointed shall be the Presiding Officer. The procedure shall be in accordance of the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time), or any re-enactment for the time being in force. The findings of the Arbitrator shall be final and binding on both the Parties. The

venue and seat of Arbitration shall be Mumbai and only courts at Mumbai shall have exclusive jurisdiction in all such matters. The Arbitration proceedings shall be conducted in the English language.

19. Applicable Law: The disposal under this contract shall be governed by and construed and interpreted in accordance with the laws of India
20. Insolvency: CCIL and Clearcorp may terminate the contract by giving written notice to without compensation, if the vendors becomes bankrupt, goes in liquidation or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue to CCIL and Clearcorp.
21. Compliance with Rules and Regulations: Vendor shall at all times during the currency of contract conform to and comply with all the regulations and by the laws of the State or Central Government or policy of CCIL and Clearcorp and of all other local authorities.
22. Legal Binding: No Legal binding will exist between the vendor and CCIL and Clearcorp until the issuing of the E-waste disposal contract by CCIL and Clearcorp.
23. Notices: Any declaration or any other notice given by one party to the other shall be sent by registered letter, to the address specified for this purpose in the contract; such declaration or notice shall be legally effective. CCIL and Clearcorp's decision in respect of all or any of the above matter shall be final and binding on the vendors.
24. Confidentiality: Contractor undertakes to the other that it shall keep and undertake to ensure that its officers, employees and agents shall keep secret and confidential, any confidential information pertaining to CCIL and not to make use thereof other than for the performance of this Contract, to release it only to employees, consultants requiring such information on need to know basis, and not to release or disclose it to any other party without the prior consent of CCIL.
Contractor also acknowledges that all material and information which has or shall come into its possession or knowledge in connection with this contract or the performance hereof, consists of confidential and proprietary information, whose disclosure to or use by third parties shall be damaging or cause loss to CCIL. Contractor agrees to hold such material and information in strict confidence not make use thereof other than for the performance of this Contract, to release it only to employees, consultants requiring such information, and not to release to any other party. Contractor shall take appropriate action with respect to their employees, consultants to ensure that the obligations of non-use and non-disclosure of confidential information under this contract are fully satisfied. The provisions of this clause shall survive the termination of this Contract For the purpose of this clause the term information shall include amongst other things technical data, which may be divulged by the disclosing Party during the normal course relating to the operations of CCIL.

The obligation of confidentiality shall not apply to such information which at any time: (i) is or becomes part of the public domain through no act or omission by Contractor; (ii) is independently developed by employees and/or consultants of Contractor without use or reference to the confidential information of CCIL; or (iii) is disclosed to Contractor by a third party that, to the Contractor's knowledge, was not bound by a confidential obligation to CCIL; or (iv) is demanded by a lawful order from any court or government entity empowered to issue such an order or otherwise required to be disclosed by law or regulation, provided that Contractor has notified CCIL prior to the required disclosure to the extent it is legally permitted to do so.

Contractor shall furnish Non-Disclosure as per format enclosed in the Annexure II with sign and stamp as required, within one week on acceptance of contract and prior to initiation of the asset pickup for disposal.

Further, Contractor undertakes to be solely liable for any breach of confidentiality by its officers, employees, agents and persons who have discontinued to be its employee, officer, agent to the same extent that Contractor is liable for its own breach under this Contract. Nothing contained herein shall preclude CCIL with other remedies available to it under the applicable laws.

Confidential information shall also include such oral and written information which should reasonably be deemed confidential by the Contractor whether or not such information is designated as confidential.

25. Contract Amendments: No variation in, or modification of, the terms of the contract shall be accepted unless a written amendment is issued by CCIL and Clearcorp to this effect.
26. Anti-Bribery Clause: The vendor shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Applicable legislations in India throughout the term of this RFP. Further, vendor shall maintain adequate policies and procedures at their end to ensure compliance with the said legislation. It is agreed that the vendor will not engage in any activity or practice which constitutes an offence under the said legislation including but not limited to offer, pay, consider or benefit, either directly or indirectly an inducement or reward of any kind for any services, or possible services in relation to this RFP. Breach of this clause shall be deemed a material breach of this RFP.

27. Termination of Contract:

This Contract may be terminated upon the following:

- a. In case of a material breach of any of the terms of this Contract by a party (“Defaulting Party”), the other party (“Non Defaulting Party”) shall notify the Defaulting Party of the breach so committed. Such breach shall be rectified by the Defaulting Party within 15 calendar days from the date of receipt of the notice. If, the Defaulting Party fails to rectify the breach within such cure period, the Non Defaulting Party shall have the right to terminate this contract by giving 30 calendar days’ notice in writing to the Defaulting Party and this Contract shall accordingly stand terminated at the end of the 30th calendar day.
- b. Any termination of this Contract howsoever caused, shall not affect any accrued rights or liabilities of other party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force on or after such termination. The parties agree that the clause “Confidentiality” shall survive and continue to remain in force in accordance with the terms of the non-disclosure agreement(s) in Annexure II and Annexure III notwithstanding the termination of this Contract.
- c. Upon termination of this Contract: (a) the right of access granted to the employees/agents/representatives of the Contractor to enter the premise of CCIL under this Contract shall cease immediately; (b) shall hand over possession of all infrastructures, documentation, information or any item provided by CCIL under this Contract; and (c) CCIL will

be liable to pay the fees for the Services and deliverables provided up to and through the effective date of termination of the WO, on prorated basis.

Contractor may terminate this contract by giving written 30 days' notice to CCIL, if CCIL fails to pay any amount due as on the due date for payment and remains in default not less than the said 30 days after being notified in writing to make that payment.

28. Force Majeure: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meets its responsibilities under the Contract.

29. Right To Audit:

Notwithstanding anything contained hereinabove and during normal business hours, Contractor shall on written notice of 10 business days facilitate the CCIL and/or RBI to audit the Services being provided by Contractor, limited to and in connection with Services as under the Contract. Such audit shall be done during normal business hours. For avoidance of doubt, such audit will not cause Contractor to be in breach of its organizational confidentiality requirement.

30. Assignment:

Contractor may not assign, transfer, subcontract, pledge or make any other disposition of the contract, of any part of the contract, or of any rights, claims or obligations under the contract except with the prior written authorization of CCIL. Any such unauthorized assignment, transfer, subcontract,

pledge or other disposition, or any attempt to do so, shall not be binding on CCIL. However, such action shall not relieve the Contractor from fulfilling its responsibilities under this Contract.

31. Liability:

Neither Party shall be liable under any circumstances, for losses or damages to the other Party, including those claimed by third parties against the other Party and/or those under indemnity, for any indirect, special, punitive, or consequential damages of any nature whatsoever, whether in contract, warranty or tort (including negligence), including without limitation, damages for loss of, or damage to, any records of data, or for any economic, indirect or consequential damages including, but not limited to, loss of business profits, revenues or savings, cover, loss of or interruption of business or any other party, , or incidental damages arising out of or in connection with the delivery, use or performance of the Services, the deliverables, the code, any software or any other materials or items even if that party has been advised of the possibility of such damages or even if such damages are reasonably foreseeable. Except for any liability arising out of CCIL's gross negligence or wilful misconduct, CCIL shall have no liability whatsoever for any injury to Contractor personnel, agents or representatives suffered while on CCIL premises or anywhere else including, without limitation, liability for any damages suffered which results from the malfunction of any equipment. Except for CCIL's payment obligations under the Contract and a breach of confidentiality or infringement of intellectual property by either party, in no event the total aggregate liability of both parties shall not exceed the amount paid or payable by the Contractor for the disposal of the E-waste items.

32. Publicity:

Contractor agrees not to use, the name, logo or icon of CCIL directly or indirectly without the prior consent of CCIL.

33. Independent Contractor

Contractor agrees that any Services shall be performed by Contractor, its employees, agents, suppliers or subcontractors, as independent contractors, and not as employees, agents, partners, fiduciaries, or joint venturers of CCIL and that such persons doing work shall not be considered or represent themselves as employees or agents of CCIL.

The Contractor will (i) be solely responsible for payment of all compensation due to the Contractor's employees in connection with this Agreement, (ii) file on a timely basis all tax returns and payments required to be filed or made to any federal, state or local tax authority with respect to the Contractor's performance of Services and receipt of compensation by the Contractor and its employees hereunder and (iii) be responsible for providing, at its expense and in its name, disability, workers' compensation or other insurance as well as any and all licenses and permits necessary for rendering the Services.

34. Related Party Disclosure:

Contractor shall make prior disclosure of the transactions falling under the 'Related Party Transactions' in terms of the provisions of the Companies Act, 2013, Accounting Standard AS-18 or any other law time being in force and in case the transaction are non- Related Party Transactions, Contractor shall confirm the same in writing to CCIL

E. Procedure / Instructions for submitting Proposal:

1. The Commercial Proposal, besides the other requirements of the RFP, shall comprise of the following:

The vendor shall indicate in the template prescribed, the unit rates and total Proposal Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Document. In absence of said information, a proposal may be considered incomplete and be summarily rejected.

Prices quoted in the proposal must be firm and final and shall not be subject to any downward revisions. CCIL and Clearcorp reserves the right to negotiate the prices quoted in the proposal to effect upward modification. The Proposal Prices shall be indicated in Indian Rupees (INR) only.

Prices in any form or by any reason should not be revealed before opening the Commercial Proposal, failing which the offer shall be liable to be rejected.

2. Table 3: Envelop Format, Total 2 separate envelopes as detailed below needs to be submitted.

Sr.	Envelop Number	Envelop Heading	Contents
1	Envelop A	Technical Eligibility	<ul style="list-style-type: none">• Annexure – II• Annexure – V• Annexure – VI• Annexure – VIII
2	Envelop B	Commercial Details	<ul style="list-style-type: none">• Annexure I.• Deviation from RFP terms and Conditions if any as given in below point

The Vendor is expected to examine all instructions, forms, terms & conditions in the RFP Document and furnish all requisite information as stipulated herein.

3. Table 4: Deviation from RFP terms and Conditions.

Sr.	Section	Clause No	Page No	Deviation and Variation	Remark

Note: If any deviations from technical specifications are warranted, reasons for such variation should be specified. Whether such variations add to improvement of the overall performance of the systems, if any, should be specifically mentioned and supported by relevant technical documentation as required above.

4. Liability of the CCIL and Clearcorp: CCIL and Clearcorp will not be liable to pay expenses or losses which may be incurred by any Vendor direct or indirect in preparing and or submitting this RFP. No responsibility will be attached to any officer of CCIL and Clearcorp for premature opening or the failure to open a RFP not properly addressed and identified.
5. Completeness: Vendor shall submit the quotes for all the items mentioned.
6. Unfair means: Vendors are advised not to resort to any unfair means /practices directly or indirectly during and after the RFP process. Any such attempt may lead to disqualification from the bidding process

F. Bid Evaluation Criteria

1. The bids will be examined to determine whether they are complete. A bid determined as not substantially responsive will be rejected. CCIL and Clearcorp may, at its discretion waive any minor

non conformity or irregularity in a bid which does not constitute a material deviation.

2. Any effort on the part of bidder to influence bid evaluation process may result in the rejection of the bid.
3. Bidders meeting the eligibility criteria and attain minimum technical score shall be eligible to bid. Each qualified bidder will be eligible for all the zones indicated by the bidder as referred in Annexure-V.
4. In case CCIL and Clearcorp didn't receive the preference for one or more location, CCIL and Clearcorp may negotiate with the successful bidders to provide end-to-end Services (collection, transportation, dismantling, degaussing recycling and / or final disposal) of the e-waste.
5. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of CCIL and Clearcorp in this regard shall be final, conclusive and binding on the Bidder.

Annexure
Annexure –I

Commercial Reply Format.
(To be submitted on company letterhead)

CCIL - Commercials Format for E-waste			
Sr. No	Item	Qty.	Total Price (INR)
1	Server Peripheral		
2	Network Equipment		
	Total		
	Applicable Taxes if any		
	Total All inclusive		

Clearcorp - Commercials Format for E-waste			
Sr. No	Item	Qty.	Total Price (INR)
1	Server Peripheral		
2	Network Equipment		
	Total		
	Applicable Taxes if any		
	Total All inclusive		

Note: Above prices must be lock-in for the period of 90 days. They should be inclusive of all Misc. charges like transportation, labour or any other expenses etc. The commercial bid shall be submitted on a company letter head.

Annexure –II: List of assets for E-waste

CCIL

S/N	Device Type	Quantity		
		Dadar	Kurla	Hyderabad
1	Tape Drive with Library	02	02	01
2	Switch	19	02	03
3	Router	04	02	03
4	HCL Desktop	01	--	--
5	Printer	13	--	--
6	Scanner	03	--	--
7	Symantec Messaging Gateway Solution Hardware & virtual devices	01	01	--
8	Biometric Attendance Reader	01	01	--
9	Monitor- CRT	05	--	--
10	Keyboard	71	--	--
11	Server- CCIL	14	07	--
12	Blade Chassis	01	01	--
13	Storage Expansion	04	04	01
14	Video Conferencing System	01	01	01
15	Static Switches	14	10	06
16	Amplifier	02	--	--
17	Mic Mixer	02	--	--
18	MIC	25	--	--
19	Speakers	10	--	--

Clearcorp

S/N	Device Type	Quantity		
		Dadar	Kurla	Hyderabad
1	Server- CDSIL	03	03	06
2	Printer	00	02	00

Annexure –III

Letter of Undertaking

To,

Mr. Santosh Bhalerao,
Vice President – IT Department
The Clearing Corporation of India Ltd.
CCIL Bhavan, S K Bole Road,
Dadar (W),
Mumbai – 400028.
Landmark – Near Portuguese Church

Dear Sir,

Date:

Sub: e-Waste in CCIL and Clearcorp

I/We declared that I / my representative have inspected the obsolete items as per the list attached (Annexure- I) with the tender and am/are interested to purchase the same “As is where is basis”. I/We have gone through the terms and conditions given in the tender document and agree with the same. I/We understand that in the event of non-compliance of the terms and conditions of the tender my/our tender shall be void.

I/We hereby also declared that firm is registered with MoEF /CPCB as authorized recycler / re-processor and having environmentally management facilities for collection, disposal /recycling of e-waste.

With regards,

Signature of Authorized Signatory _____

Name of the Person _____

Designation _____

Annexure –IV

Location wise breakup of assets for E-Waste Disposal

Asset Details	Dadar Location(Qty)	Kurla Location(Qty)	Hyderabad Location(Qty)	Total (Qty)
Device	196	36	21	253

Annexure –V

Bidders' Preferred zones for e-Waste Management (To be submitted on the Company's Letter Head)

SR No.	States/ Locations Covered	No of Branches / Centre's	Bidder(s) Preference(Yes/No)
1	Maharashtra-Mumbai	2	
2	Maharashtra-Hyderabad	1	

Annexure –VI

Self declaration from the company for not being banned or blacklisted since its incorporation.

(To be provided on Company's Letterhead)

Annexure –VII

Certification from MOEF (Ministry of environment and Forests) / CPCB (Central Pollution Control Board) / SPCB(State Pollution Control Board) / Pollution Control Committee (PCC) as re-cyclers/ dismantlers. under the category of E-waste Recycler

Annexure –VIII

Technical Evaluation Sheet

Sr. No.	Particulars	Maximum Marks	Scoring Mechanism	
1	Experience in – providing services to Government/ Banks/ Financial Institutions/ PSU/ IT Industry	20	4 or more client	20 marks
			3 clients	15 marks
			2 clients	12 marks
			1 clients	10 marks
2	Experience: Number of years' experience in management of e-waste	15	>= 5 years	15 marks
			3 to 5 years	10 marks
			less than 3 years	5 marks
3	Average Turnover of e-Waste handling business of last two financial years of the Bidder (in MTA)	20	>=500 MTA	20 marks
			400 to 499 MTA	18 marks
			300 to 399 MTA	15 marks
			200 to 299 MTA	12 marks
			100 to 199 MTA	10 marks
4	Disposal / Destruction facilities	10	Owned by vendor	10 marks
5	Certification information like ISO, EMS, OHSAS (any one or all).	10	Outsourced	10 marks
6	Time required for collection of e-waste from all location from the date of request for collection.	15	<= 10 days	15 marks
			11 – 20 days	10 marks
			21 – 30 days	5 marks
	Total	80		

Note:

Bidders who get a score of 50% and above will be eligible for providing e-waste management services at all the Zones preferred by bidder (Annexure V).

Annexure – IX

Fulfillment of Eligibility Criteria (To be submitted on the Company’s Letter Head)

Sr.	Description	Document Required
1	Bidder should have at least 2 years’ experience in the management of e-waste as on 31th March 2024. The date for reckoning 2 years’ experience will be the date of registration or commencement of business, whichever is later.	Certificate Registration Documents/ Copy of Incorporation Documents
2	The bidders should have valid registration with MOEF (Ministry of environment and Forests) / CPCB (Central Pollution Control Board) / SPCB(State Pollution Control Board) / Pollution Control Committee (PCC) as re-cyclers/ dismantlers.	Certificate Registration Documents
3	Bidders should have current client base from Government/ Banks/ Financial Institutions/ PSU/ IT Industry.	Self Declaration / Referral Letter
4	The bidders should have a minimum installed capacity of at least 100 MTA across all their registered recycling/dismantling units in India.	Certificate Copy
5	The bidders should have transportation / collection facilities or tie-ups on pan-India basis from all locations (As per Annexure -A)	Self Declaration
6	The bidders should have necessary in-house infrastructure for data deactivation/degaussing/ storage media destruction.	Self Declaration
7	The bidders should be able to provide the CCIL and Clearcorp with a Certificate to the effect that after deactivation/degaussing of the data and/or destruction of storage media, the data cannot be retrieved by using any procedure.	Self Declaration
8	The Vendor should not have been blacklisted by any Government/ Banks/ Financial Institutions/ PSU/ IT Industry during the last two years.	Self Declaration
9	Bidders should have certifications like ISO 9001 / Environmental Management Systems (ISO 14001) / Occupational Health & Safety Advisory Services (ISO 18001).	Certificate Copy
10	Registered Firm / Company.	Copy of registration certificate regarding GST/Sales Tax / VAT
11	Authorization for signing of RFP Document	Certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP including the commercial bid

Sign
 Name of the signatory
 Designation
 Company Seal.
