

**Request for Proposal (RFP) for
Selection of an agency/organization for the supply of cloth bags to
100 Manjappai vending machines and to carry out its operation and
maintenance across Tamil Nadu for one year**



**Tamil Nadu Pollution Control Board
தமிழ்நாடு மாசுகட்டுப்பாடு வாரியம்**

RFP Ref No.T1/TNPCB/F.024518/MVM/2023 dt. .11.2023

Chairperson

Timeline of important dates

Date of Release of online RFP	10.11.2023
Pre-bid Meeting	17.11.2023 – 3:00PM
Last Date for Addendum	24.11.2023 – 5:00PM
Last Date for Online Proposal Submission	08.12.2023 – 3:00PM
Date of Opening of Technical Proposal - Online	08.12.2023 – 5:00PM
Opening of Financial Proposal	11.12.2023 – 11:00AM
Negotiation meeting	12.12.2023 – 3:00PM
Tender Application Fee	Nil

IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 read with Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998, the Tamil Nadu Transparency in Tender Act, 1998, read with Tamil Nadu Transparency in Tender Rules 2000 shall prevail.

ACRONYM

S.No	Abbreviation	Expansion
1.	RFP	Request for Proposal
2.	TNPCB	Tamil Nadu Pollution Control Board
3.	OCBM	Original Cloth Bag Manufacturer
4.	EMD	Earnest Money Deposit
5.	JV	Joint Venture
6.	AMC	Annual Maintenance Charges
7.	GST	Goods & Service Tax
8.	IT	Information Technology
9.	SOW	Scope of Work
10.	PDF	Portable Document Format
11.	DTP	Desktop Publishing
12.	OEM	Original Equipment Manufacturer

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder (s), whether verbally or in documentary or any other form by or on behalf of the Member Secretary, TNPCB, or any of their employees or advisors, is provided to Bidder (s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MEMBER SECRETARY, TNPCB, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the **MEMBER SECRETARY, TNPCB**, in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the **MEMBER SECRETARY, TNPCB**, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtains independent advice from appropriate sources. Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. **THE MEMBER SECRETARY, TNPCB**, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

THE MEMBER SECRETARY, TNPCB, its employees and advisors make no representation or warranty and shall have no liability to any person,

including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid State. **THE MEMBER SECRETARY, TNPCB** also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. **THE MEMBER SECRETARY, TNPCB**, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assess and/or assumptions contained in this RFP. The issue of this RFP does not imply that **THE MEMBER SECRETARY, TNPCB**, is bound to select a Bidder or to appoint the Selected Bidder, an Authorized manufacturer for the Assignment and **THE MEMBER SECRETARY, TNPCB** reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **THE MEMBER SECRETARY, TNPCB**, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder.

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DEFINITIONS

- a) “Applicant” means an authorized agency/organization having the requisite qualifications and experiences. They may download the RFP document from the website of TNPCB www.tnpcb.gov.in and www.tenders.tn.gov.in apply for the same. The Applicant who succeeds in this RFP process shall also be referred to as “Agency”.
- b) “Proposal Submission Date” means the prescribed last date for submission of the Proposal (including the Technical Proposal and Financial Bid) as provided in the Schedule for Submission of RFP.
- c) “TNPCB” means Tamil Nadu Pollution Control Board (TNPCB)
- d) “Client” means TNPCB.
- e) “Project” means the supply of cloth bags to 100 Manjappai vending machines and its operation and maintenance across Tamil Nadu.
- f) “RFP” means Request for Proposal.

SECTION 1-TENDER NOTICE

The Ministry of Environment, Forest and Climate Change, Government of India, has notified Plastic Waste Management Rules, 2016, with a ban on plastic carry bags of thickness 50 microns and less.

Subsequently, the MoEFF&CC, Gol has amended the Plastic Waste Management Rules, 2016 and banned the plastic carry bags of thickness less than 75 microns with effect from 30.09.2021 and of thickness less than 120 microns from 31.12.2022. Also the Government of India has banned certain Single Use Plastics from 01.07.2022.

However, the Government of Tamil Nadu has notified the ban of use and throwaway plastics on manufacture, store, supply, transport, sale or distribute of Plastic sheet/ cling film used for food wrapping, Plastic sheet used for spreading on dining table, Plastic thermocol plates, Plastic coated paper plates, Plastic coated paper cups, Plastic tea cups, Plastic tumbler, thermocol cups, Plastic carry bags of all size & thickness, Plastic coated carry bags, Non-woven Carry Bags Water pouches / packets, Plastic straw, Plastic flags with effect from 01.01.2019 vide GO.(Ms).84 dated 25.06.2018.

The Hon'ble Chief Minister of Tamil Nadu has inaugurated the Meendum Manjappai Campaign on 23.12.2021 to create awareness among the people on ill effects of Single Use Plastics as well as to use Manjappai as eco-alternative. The campaign has been extended to all the Districts and awareness activities are being conducted in all the Districts in coordination with District Collectorates and line departments. The local bodies are taking action to inspect the shops / commercial establishments to check the use of SUPS and are seizing the materials already banned by the Government of Tamil Nadu.

After launch of Meendum Manjappai Campaign by the Hon'ble Chief Minister Tamil Nadu, there are 90 Manjappai vending machines installed in strategic locations throughout Tamil Nadu for creation of awareness on alternate to the Single Use Plastic Carry bags. However, in order to sustain Meendum Manjappai campaign, it is necessary that availability of cloth bags and smooth operation of Manjappai vending machines is vital at all times.

Hence, proposals are hereby invited from authorized agency/organization **Online through the website www.tntenders.gov.in** to supply of cloth bags to 100 Manjappai vending machines and to carry out its operation and maintenance across Tamil Nadu (locations would be specified by TNPCB) as per the terms and conditions provided in this RFP.

Schedule for Submission of the RFP: (Only Online Mode)

EVENTS	DATE
Date of issue of RFP	10.11.2023
Pre-bid meeting	17.11.2023 – 3:00PM
Last date for issue of addendum to RFP document	24.11.2023 – 5:00PM
Last date of submission of Proposals (Proposal Submission Date)	08.12.2023 – 3:00PM
Technical Proposals opening	08.12.2023 – 5:00PM
Opening of Financial Proposal	11.12.2023 – 11:00AM
Negotiation meeting	12.12.2023 – 3:00PM
EMD amount	Rs. 1,00,000/- (Rupees One lakh only) should be paid electronically in e-tender portal

Member Secretary
Tamil Nadu Pollution Control Board

SECTION 2- SCOPE OF WORK (SOW)

Scope of Work

The Agency will be engaged to supply of cloth bags to 100 Manjappai vending machines and to carry out its operation and maintenance across Tamil Nadu (locations would be specified by TNPCB) as per the following terms and conditions.

1. The agency shall procure cloth bags and fill the Manjappai vending machines at the interval of 200 cloth bags per month or whenever required per Manjappai vending machine for a period of one year.
2. The agency shall incur the annual maintenance cost of 100 machines, cost of the cloth bags and cost for engaging the service personal for periodic checking of working of Manjappai vending machines, administrative cost including recruitment, training and payment of servicemen salaries, including the GST. No transportation cost will be paid.
3. The agency shall check the working of Manjappai vending machines once in a week and if any problem encountered in the working of Manjappai vending machine, the agency shall carry out repair works viz. operation and maintenance pertaining to Manjappai vending machines.
4. All the carry bags shall be sold at the rate of maximum Rs.10 per bag.
5. The quality of cotton cloth bag shall be minimum of 200 GSM and 20S counts and size shall be 12" W x 14" H and GAZ 2".
6. The cloth bags shall bear the name and logo of Tamil Nadu Government and TNPCB logo with Meendum Manjappai.

Conditions:

Reporting	Monthly report on the supply of cloth bags through Manjappai vending machines and repair works carried out in Manjappai vending machines shall be submitted by the agency to the Corporate office every month on or before 15 th of every month
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Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Client reserves the right to increase or

decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The Agency is bound to accept the orders accordingly.

2. Scope of Supply

Scope of supply (Bid price to include all cost components): Supply of cloth bags to 100 Manjappai vending machines (at the rate of 200 cloth bags per machine per month or whenever necessary) and to carry out its operation and maintenance including GST across Tamil Nadu.

3. Service & Support

Availability of Cloth bags Supply/ Manjappai vending machine Service Centers: Agency/organization must have a Functional Supply & Service Centers in the State at each zonal locations (Chennai, Trichy, Madurai, Coimbatore, Salem, Tirunelveli). If the Functional Supply & Service Centers are not already there at the time of bidding, successful bidder / agency / organization shall have to establish the supply centers within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Supply & Service Centers.

Successful bidder will have to ensure that adequate numbers of dedicated service personnel/ servicemen are designated/deployed attending to the Supply and Service in a time bound manner and for ensuring timely supply and servicing of Manjappai vending machines, as per agreement Indicated in the relevant clause of the bid.

4. The tender cost shall not involve supply of cloth bags and purchase of cloth bags through Manjappai vending machine shall be taken by the agency.

5. The tenderer can print private advertisement on the cloth bag and in addition to the logo of TNGovt and TNPCB with the wording as mentioned in the scope of work and incur revenue through advertisements. However, printing cost shall not be included in this tender.

SECTION 3 - QUALIFICATION CRITERIA

- a) **Experience:** The Agency should have been in the business of manufacturing, supplying of cloth bag to vending machines and related activities in Tamil Nadu for at least 1 year as on 31.10.2023
- i. The firm should have its own office in Tamil Nadu to regularly serve our purpose.
 - ii. The bidder must be proprietorship firm or partnership firm or private limited company or public limited company. In case of partnership firm it must be registered under Partnership Act. In case of private limited company or public limited company it must be registered under the Indian Companies Act 1956.
 - iii. Proof of Partnership Deed, Incorporation of the Firm / Company (Articles of Association) should be submitted duly attested by the authorized signatory.
 - iv. Statement of legal capacity.
 - v. Two work order copies in the last one year related to supply of Cloth bags and Operation & maintenance works carried out for any Vending machines/ Manjappai vending machines of value not less than 10 Lakh. Work orders & photo proofs to be attached.
- b) Consortium/ JV/ tie-ups not allowed
- c) The Agency should have annual turnover of Rs.10.00 lakhs in any of the last financial years 2020-2021, 2021-2022 and 2022-23. Copy of audited balance sheet (including Profit and Loss Statement) for last financial year clearly indicating the revenue from relevant applicable activities and attested by the authorized signatory should be attached.
- d) The Agency should have been registered entity in India. It should have dedicated resources for the regular supply of cloth bags (preferably Manjappai cloth bags), if the agency is not the Original cloth bags manufacturer.
- e) Necessary registration documents establishing registration in India should be provided. Attested Copy of each of the following should also be furnished.
- a. Permanent Account Number (PAN).
 - b. GST Registration Number.
 - c. Income Tax Returns filed for the last three financial years – 2020-2021, 2021- 2022 &2022-23.
 - d. The Agency should not have been blacklisted by any of the Govt. of Tamil Nadu, Govt. of India, or any State government/ PSUs. An affidavit to this effect should be provided by the agency on appropriate stamp paper.
 - e. The Agency should be a profit-making agency in each of the last

- three financial years.
- f. Individuals who have done piecemeal/freelance/job work are not eligible for this tender.
 - g. The Agency should submit the specifications of the latest invoices for the supply of Cloth bags and invoices for the repair/ operation & maintenance works carried out for any vending machines / Manjappai vending machines and video of the same.
- f) If the agency is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- g) If the bidder is a Startup, the bidder shall be exempted from the requirement of "Turnover criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- h) The minimum average annual financial turnover of the agency during the last three years, ending on 31st March of the previous financial year, should be as indicated above in this bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / Incorporation of the agency is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- i) Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OCBM (themselves or through reseller(s)) should have regularly manufactured and supplied same or similar Category Products and also carried out repair/ operation and maintenance works for any vending machines/ Manjappai vending machines to any Central/State Govt Organization/PSU/Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

SECTION 4 – INSTRUCTION TO BIDDING AGENCIES

- a) The Technical Proposal along with EMD shall be submitted through e-tender website only.
- b) Submission letters for both Technical and Financial Proposals should respectively be in the formats specified in this document shall be through e-tender website only.
- c) The proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney/board resolution or in any other form demonstrating that the representative has been dully authorized to sign.
- d) The selection would be on the Quality Cum Cost Based Selection (QCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.
- e) The Agencies shall bear all costs associated with the preparation and submission of their proposals. The Member Secretary, TNPCB, is not bound to accept any oral proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to TNPCB.
- f) The Technical and Financial Proposal to be submitted by the Agency should be firm and valid for a period of 90 days from the last date of submission of the proposal.
- g) Applicants may seek clarifications on the guiding document, if any, at the time of pre bid meeting or before 7 calendar days from the due date of submission of the Proposals. Any request for clarification must be sent in writing, email acee2chn@tnpcb.gov.in, pwmsec@tnpcb.gov.in, to TNPCB.
- h) At any time before the submission of Proposals, the Member

Secretary, TNPCB, may amend this document by issuing an addendum, which shall be binding on the agencies.

- i) The agencies shall acknowledge the tender conditions and all subsequent amendments and submit along with their proposals duly signed. Therefore, the tender document signed by the authorized signatory should be the part of the technical proposal.
- j) The Member Secretary, TNPCB, will select the agency that has scored the highest as per the evaluation criteria – combined score of technical proposal and financial quote.
- k) The selected firm may be invited for negotiations, if felt necessary by TNPCB.

SECTION 5 - PREPARATION, SUBMISSION AND EVALUATION

5.1. Preparation of Technical Proposal

In addition to the documentary proof of the minimum qualification criteria listed in Section 3, it is suggested that the agency should submit the proposal covering the following invariably.

- a) List of other Clients and the work assignment as per the prescribed format should be provided.
- b) List of available infrastructures at the local office in Chennai for undertaking the Activities mentioned in the scope of work.
- c) Single point of contact: Please indicate the senior management personnel, who would be in regular touch with the TNPCB for assignment.

5.2. Preparation of Financial Proposal:

- a) In preparing the financial proposal, the Agencies are expected to consider the various requirement and conditions stipulated in this RFP document.
- b) The Financial Bid shall contain the lump sum financial quote covering the total fees/ cost for the entire project including GST/ any other tax if applicable. The Financial Bid shall be for an overall amount for the entire project duration.
- c) The amount quoted should include all costs such as material costs, operation & maintenance professional fees, travel expenses, lodging, boarding, administrative charges, and all taxes/duties etc. The Member Secretary, TNPCB, will not reimburse any other expenses other than what is quoted in the Financial Bid.
- d) The Financial Bid shall be only in Indian Rupees.
- e) The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non- responsive and liable to be rejected.

The proposal should be submitted as per the e-tender formats available in the website

5.2.1. The Submission and Opening of Proposals

- 5.2.1.1 The Bidders are required to register themselves on the Tamil Nadu e-procurement system portal at [URL:https://tntenders.gov.in/](https://tntenders.gov.in/) and submit soft copies of their proposal electronically using valid Digital Signature

Certificates. Bidders may refer to instructions on online proposal submission available on the site at: <https://tntenders.gov.in/>

- 5.2.1.2 The Proposal must be submitted online through the e-Procurement process as specified in the RFP. The Authority shall not be held liable for any delay in bid submission for any reason whatsoever.
- 5.2.1.3 The Proposals addressed to the Authority as mentioned in the Data Sheet shall be submitted in two parts following the formats/schedules given for respective proposal.
- 5.2.1.4 The first part - Technical Proposal should contain the scanned copy of the following documents:

Technical Proposal

- a. Form TECH A – Minimum Eligibility Experience
 - b. Form TECH 1 – Technical Proposal Submission Form (Annexure I)
 - c. Form TECH 2 – Particulars of the Bidder
 - d. Form TECH 4 – Summary of Bidder’s Experience
 - e. Form TECH 5 – Bidder’s Experience
 - f. Form TECH 6 - Work Plan and Approach
 - g. Form TECH 7 – Work Schedule Form
- 5.2.1.5 The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
- a. By a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b. By a duly authorized person holding the Power of Attorney, in case of a Limited Company/Private Limited Company or a Corporation; or
 - c. By a person authorized through a General or Specific Board Resolution for signing proposals; Certified True Copy of such resolution in the hands of a Director of the Company shall be submitted for this purpose.

- d. The power of attorney, if applicable should be certified under the hands of a partner or director of the Bidder and notarized by a notary public in the standard form and shall accompany the Proposal.

5.2.2 The Second Part - Financial Proposal should contain the contents as below:

Financial Proposal

- a. FORM FIN-1: Financial Proposal Submission Form (***To be submitted in BOQ format only***)

5.2.2.1 A Price Bid format has been provided with the RFP document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file (BOQ), open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

5.2.2.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal for one year.
- b. The Financial Proposal shall take into account all expenses and tax liabilities except GST which shall be paid at applicable rates. For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c. Costs shall be expressed in INR.

The Bidders are advised in their own interest to ensure that completed Proposals are submitted well before the dates and time stipulated in the document. The Authority shall not be responsible for any delay in submission of the proposal due to any reason whatsoever.

5.2.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a. The Technical Proposal is received in the forms specified at Section 6;
- c. It contains all the information (complete in all respects) as requested in the RFP;
- d. It does not contain any condition or qualification.
- e. The Technical proposal does not contain any information regarding Financial Quote/Proposal

5.2.4. The proposals will be opened online by the Authorized Representative of the Authority as per schedule.

5.2.5. Clarifications: Bidders requiring any clarification on the RFP and its terms and conditions may send their queries to the email id mentioned in the data sheet so as to reach before the date mentioned in the Schedule of Selection Process.

5.3. Payment Schedule:

- a) The payment would be made within 30 working days after submission of the bills. A brief report of the work carried out during the billing period should be submitted along with the bills.
- b) The final bill will be paid after submission of all the relevant documents, files, photographs, report, and any other material in hard/electronic format.

5.4. Opening of Bids:

- a) The Technical Proposal shall be opened at the prescribed date and time and shall be evaluated for satisfactory compliance of qualifications and conditions.

5.5. Financial proposal Opening:

Financial proposal would preferably be opened on the same day after the evaluation for satisfactory compliance of qualifications and conditions. However, the final date of opening of the financial proposal shall be decided by TNPCB. The proposals would be opened on given date and time, even if the representatives were not present.

5.6. Evaluation of Score for Agencies:

The Member Secretary, TNPCB, will correct any arithmetical errors in Financial Proposals. While correcting arithmetical errors, in case of discrepancy between the amounts mentioned in words and figures, the amount quoted in words shall only be considered.

The Financial Score would be calculated as follows:

$$\text{Score calculation (B)} = \frac{(\text{Lowest Price quoted by authorized agency / organization}) \times 100}{\text{Price quoted by a bidder being evaluated}}$$

The evaluation of proposals shall be on the principle of Financial score. The Assignment shall be awarded to the bidder scoring the lowest financial score as decided by selection committee.

5.7. Other Terms & Conditions:

a) **Right to accept/reject any applications.**

The Member Secretary, TNPCB, reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reasons.

b) **Amendment of RFP document.**

At any time, prior to the deadline for submission of Applications, TNPCB either on its own or on request of the Applicant may amend the RFP documents by issuing addendum or addenda including those issued after the pre bid conference. These addenda shall be posted at the website of the Member Secretary, TNPCB (www.tnpcb.gov.in/) e-tender website (<https://tntenders.gov.in>) and shall be treated as a part of the RFP Documents.

c) The Member Secretary, TNPCB, may, at its discretion, extend the deadline for the submission of Applications.

5.8. Disqualification:

The following events and circumstances may result in disqualification of the applicant from the bidding process:

- a) Submission of Proposal after the Proposal Due Date
- b) If the Proposal contains misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) If the Proposal contains conditions other than the conditions mentioned in this document or any additional condition put in by the agency to the TNPCB.

- d) If the Proposal submitted is not accompanied by the required documentation will be considered nonresponsive
- e) Agency is unable/fails to provide clarifications related to its Proposal.
- f) Agencies who attempt to influence the qualification or selection process shall be disqualified from the process at any stage.
- g) The Member Secretary, TNPCB, reserves the right to reject or disqualify the proposal, if any detrimental information becomes known after the Agency has been qualified.
- h) The Member Secretary, TNPCB, reserves the right to reject the Applicant, at the time, or at any time after such information becomes known.
- i) In case of such disqualification under any circumstances, the decision taken by the Member Secretary, TNPCB, shall be considered as final and binding.

5.9. Format and Signing of Proposal:

- a) The proposal should be short, concise & include all points indicated in the Document.
- b) The Proposal shall be typed or written in indelible ink and should be in English Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.

5.10. Confidentiality:

- a) Information relating to the examination, clarification, and evaluation for the Agency shall not be disclosed to any person not officially concerned with the process. The Government of Tamil Nadu representatives including its officials, directors, employees, and advisors will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence.
- b) The TNPCB representatives including its officials, directors, employees, and advisors would not divulge any other information related to financials, background etc. Unless, it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

5.11. Conflict of Interest:

The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in

consulting activities that conflict with the interest of the client.

5.12. Earnest Money Deposit:

- a) An Earnest Money Deposit (EMD) for the sum of Rupees only (Rs.1,00,000/-) will be required should be paid electronically through e-tender portal.
- b) Bids received without the specified Earnest Money Deposit shall be summarily rejected.
- c) Earnest Money Deposits of unsuccessful applicants shall be returned, without any interest, within one month after signing the contract with successful applicant or when the selection process is cancelled by the Client.

5.13. Withdrawal of Proposals:

No modification or substitution of the submitted Proposal shall be allowed. Agency may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by the Member Secretary, TNPCB, before the due date of submission of Proposals. The withdrawal notice shall be prepared in original only and each page of the notice shall be signed and stamped by the Authorized Signatories.

The copy of the notice shall be duly marked "WITHDRAWAL". No withdrawal will be permitted if the withdrawal request was received by the Member Secretary, TNPCB, after the last date of submission of proposal.

5.14. Negotiations:

- a) Negotiations will be held with the highest scorer to further reduce price and improve other parameters. The final negotiated consultancy fee shall be called the "Agreement Value".
- b) Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Agency to improve the Terms of Reference.

TNPCB and selected Agency will then work out agreed final Terms of Reference, staffing and bar charts indicating activities, key and other support staff, time duration on the field and at the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of

Services” and form part of the Contract.

5.15. Award of Contract:

Once the negotiation is finalized with the highest scorer, the successful bidder will be informed of the acceptance of the proposal and he will convey his acceptance within 7 days and will be expected to enter a written contract incorporating all the terms of the RFP within 10 days of such intimation.

5.16. Performance Security:

The Successfully Agency shall, before entering contract, furnish a performance guarantee for satisfactory execution of the consultancy **work** in the form of a bank guarantee for an amount equivalent to 5% of the Agreement Value including GST in the form of DD or Banker’s Cheque drawn on any Indian Nationalised/ Scheduled Commercial Bank in favor of “Tamil Nadu Pollution Control Board” payable at Chennai or an irrevocable bank guarantee with a validity period **till the expiry of agreement** in favor of TNPCB within 5 days from the date of receipt of letter of acceptance. The Bank Guarantee shall be valid till **the expiry of agreement**.

5.17. Corruptor Fraudulent Practices:

The Member Secretary, TNPCB, requires that Applicants under this RFP observe the highest standard of ethics. In pursuance of this policy, no bidder shall engage in any corrupt practice or fraudulent practice.

- a) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public servant; and
- b) “Fraudulent Practice” means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of the Member Secretary, TNPCB, and targeted stake holders and includes collusive practice among Applicants (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Member Secretary, TNPCB, and targeted stake holders of the benefits of free and open competition.
- c) The Member Secretary, TNPCB, will reject a bid for award of consultancy work if it is determined that the Applicant recommended for award has engaged in corruptor fraudulent practices in competing for the contract in question.

5.18. Forfeiture of EMD:

The Member Secretary, TNPCB, will declare an Applicant ineligible, either indefinitely or for a stated period, to be awarded a contract / contracts, if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract

- a) Failure by the Selected Agency to accept the order issued by the Client with respect to award of the Contract, within seven days stipulated time from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of TNPCB. However, the Member Secretary, TNPCB, reserves its right to consider at its sole discretion the late acceptance of the order by Selected Agency.
- b) Failure to execute the Contract within **7 days** stipulated time of acceptance of the order by the Selected Agency makes the EMD liable for forfeiture at the discretion of TNPCB. In such a case, the Member Secretary, TNPCB, at its discretion may cancel the order placed on the Selected Agency without giving any notice.
- c) Failure to submit the performance guarantee within stipulated period from the date of execution makes the EMD liable for forfeiture. In such instance, the Member Secretary, TNPCB, at its discretion may cancel the order placed on the Selected Agency without giving any notice.

5.19. Breach of Contract:

Save as provided hereunder any activity in violation of this Contract to be executed shall be termed as breach of Contract.

5.20. Force Majeure:

The failure of a Party to fulfill any of its obligations shall not be a breach of or default in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract. In the event of a Force Majeure event, the parties shall take the following measures:

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations here under with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- d) For the purpose of this RFP, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances by acts of God and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents' employees thereof, not (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations here under. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.21. Termination for Default:

The Member Secretary, TNPCB, may terminate the Contract if:

- a) The Agency fails to remedy any breach here of or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as the Member Secretary, TNPCB, may have subsequently granted in writing.
- b) The Agency becomes insolvent or bankrupt
- c) The Agency fails to comply decisions / mandate of the TNPCB.
- d) Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) The acts of Agency are found to have indulged in unethical practices, by TNPCB.
- f) The Agency may also terminate the Contract for Default if the Member Secretary, TNPCB, is in material breach of its obligations pursuant to the Agreement and has not remedied the same within fifteen (15) days (or such longer period as the Knowledge Partner may have subsequently agreed in writing) following the receipt by the Member Secretary, TNPCB, of the Agency's notice specifying such breach.
- g) In the event of termination for default, the party at default shall be liable to pay damages to the party not at

fault. In addition, the Member Secretary, TNPCB, shall forfeit the Performance Security if the fault lies with the Agency.

5.22. Termination without Default:

The Member Secretary, TNPCB, shall be at liberty to terminate the Contract without assigning any reason by giving **7 days** written notice to the other party.

5.23. Penalty for delay:

If progress of the assignment or the quality of output is not as per the agreed scope of work, the Selected Agency shall be liable to pay penalty to TNPCB. For delay and poor quality, a penalty up to 10% of payment due will be deducted from the next due payment. This provision will be without prejudice to the right of the Member Secretary, TNPCB, to exercise its right to terminate the contract and claim damages.

5.24. Disputes Resolution:

In the event of any legal disputes between parties, the appropriate civil court in Chennai will have sole and exclusive jurisdiction to settle the disputes.

5.25. Confidentiality:

- a) The RFP document contains confidential information proprietary to TNPCB. The Member Secretary, TNPCB, is bound by an agreement of confidentiality and secrecy with regard to the dealings of all stakeholders. The selected Agency may have access to some confidential information for the purpose of the project implementation.
- b) The Agency shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Agency shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Member Secretary, TNPCB, is entitled to be indemnified by the Selected Agency for any loss/damage to reputation and/or for any breach of confidentiality.
- c) The information referred to shall include but not restricted to any and every information concerning the Member Secretary, TNPCB, and its stakeholders which the Agency comes to know only on account of his being associated with the Member Secretary, TNPCB, through the contract which the Selected Agency otherwise would not have had access to.

- d) The Selected Agency shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from TNPCB. Any reproduction of this RFP by Xerox / Photostat/ Electronic or any other means is strictly prohibited without prior consent of TNPCB.

5.26. Liability of the Agency:

The Agency's liability under the Contract shall be as provided by the Applicable Law. However, the aggregate liability of the Agency under this RFP and Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Agency hereunder. The preceding limitation shall not apply to liability arising as a result of the Agency's fraud or willful misconduct in performance of the services hereunder.

Section 6: TECHNICAL BID (ANNEXURE – I)

A) TECHNICAL BID (Technical Bid should be uploaded as scanned copy super-scribing “TECHNICAL BID” for Selection of an authorized agency/ organization for the supply of cloth bags to 100 Manjappai vending machine and to carry out its operation and maintenance across Tamil Nadu.

1	Name of the Work	Request for Proposal (RFP) for Selection of an authorized agency/ organization for the supply of cloth bags to 100 Manjappai vending machines and to carry out its operation and maintenance across Tamil Nadu.		
2	Name and Address of Tenderer/ Agency			
3	Company Profile	Annexure		
4	Annual Turn Over (Attach Audited Balance Sheet for each year)	(i) 2020-21	(ii) 2021-22	(iii) 2022-23
5	Experience of similar work (Attach work order & certificate of successful completion or proof of final payment)	Year	No. Of Works	Total Amt. (In Lakh Rs.)
6	EMD Cost (Rs. One lakh only)	Only by online mode in e-tenders website		
7	Registered Address			
8	Phone No. With STD Code			
9	Fax No.			
10	Mobile No.			
11	Email ID			
12	Address for all communications during the execution of work			
13	List of Enclosures	(i) (ii) (iii) (iv) (v)	(vi) (vii)	
I / We declare that I / We have examined the terms and conditions mentioned in the Tender and accordingly agree and accept the same for tender / bid filing.				
Seal of the Firm / Company		Signature of the Authorized Representative of Bidder / Tender		
Date:				
The above tender cum bid format should be typed on the official letter head of the bidder. Separate sheet is to be enclosed if the space provided is not sufficient for the data to be provided.				

