

**Expression of Interest (Eoi) for  
Selection of an Agency to Construct the Discarded Fishnet Collection  
Centers in 13 Coastal Districts and to Conduct Awareness Programs,  
Facilitate Recycling of Discarded Nets and Provide Incentives to  
Fishermen based on Current Market Rates for Discarded Fishnets  
and other Marine Litters Collected**



**Tamil Nadu Pollution Control Board**  
**தமிழ்நாடு மாசு கட்டுப்பாடு வாரியம்**

**Eoi Ref No.T1/TNPCB/21651/TNFI/2024 Dated 20.02.2025**

## ACRONYM

<b>S.No</b>	<b>Abbreviation</b>	<b>Expansion</b>
1	EoI	Expression of Interest
2	QCBS	Quality-cum-Cost Based Selection
3	BoT	Build Operate Transfer
4	TNPCB	Tamil Nadu Pollution Control Board
5	MoEF & CC	Ministry of Environment, Forest and Climate Change
6	GoI	Government of India
7	JV	Joint Venture
8	EMD	Earnest Money Deposit
9	DTP	Desktop Publishing
10	CV	Curriculum Vitae
11	PPT	Power Point Presentation
12	PDF	Portable Document Format
13	GST	Goods & Service Tax
14	SOW	Scope of Work
15	BOQ	Bill of Quantity
16	DFNCC	Discarded Fish Net Collection Centre
17	PSU	Public Sector Undertakings

## **DISCLAIMER**

The information contained in this Expression of Interest document (“Eol”) 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 Eol and such other terms and conditions subject to which such information is provided.

This Eol 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 Eol is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this Eol.

This Eol 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 Eol 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 Eol. The assumptions, assessments, statements, and information contained in this Eol 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 Eol and obtains independent advice from appropriate sources. Information provided in this Eol 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 EoI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EoI and any assessment, assumption, statement or information contained therein or deemed to form part of this EoI 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 EoI. **THE MEMBER SECRETARY, TNPCB**, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EoI. The issue of this EoI does not imply that **THE MEMBER SECRETARY, TNPCB**, is bound to select a Bidder or to appoint the Selected Bidder 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 a reputed national/international Company/ Firm having the requisite qualifications and experiences may download the EoI document from the website of TNPCB [www.tnpcb.gov.in](http://www.tnpcb.gov.in) and apply for the same. The Applicant who succeeds in this EoI process shall also be referred to as “Agency”.
- b) “Proposal Submission Date” means the prescribed last date for submission of the Proposal as provided in the Schedule for Submission of EoI.
- c) “TNPCB” means Tamil Nadu Pollution Control Board (TNPCB)
- d) “Authority”, “Client” means TNPCB.
- e) “Project” means the assignment **to construct the discarded fishnet collection centers in 13 coastal districts and to conduct awareness programs, facilitate recycling of discarded nets and provide incentives to fishermen based on current market rates for nets collected as described in the Scope of Work provided in this EoI** Section 2 of this EoI.
- f) “EoI” means Expression on Interest.

## **SECTION 1- NOTICE INVITING EoI**

- During the 2023-24 budget session, the Hon'ble Minister for Environment Climate Change, Government of Tamil Nadu, announced a unique and novel initiative named "TN Fishnet Initiative (TNFI)," stating that discarded fishing nets cause marine pollution and affect marine life. To safeguard marine biodiversity, the Hon'ble Minister announced the establishment of collection centers for abandoned or discarded fishnets. These centers will focus on recovering, recycling and implementing circular economy solutions.
- As a first step, the Hon'ble Chief Minister of Tamil Nadu inaugurated the first of its kind Discarded Fishnet Collection Center at Kasimedu in Chennai on August 14, 2024.
- Now, it is proposed to establish the discarded fishnet collection centers in the remaining 13 coastal districts.
- In due compliance with the Hon'ble Minister's announcement, the TNPC Board has decided to select an agency to construct the discarded fishnet collection centers in 13 coastal districts and to conduct awareness programs, facilitate recycling of discarded nets and provide incentives to fishermen based on current market rates for nets collected without any financial support from TNPCB.



**Schedule for Submission of the EoI**

Date of Release of online EoI document	<b>26.02.2025, 11.00 AM</b>
Pre-bid Meeting	<b>03.03.2025, 3.00 PM</b>
Last date for requesting clarifications	<b>05.03.2025, 5.00 PM</b>
Last date for uploading addendum if any	<b>07.03.2025, 11.00 AM</b>
Last date for Online Proposal Submission	<b>12.03.2025, 11.00 AM</b>
Date of Opening of Technical Proposal - Online	<b>12.03.2025, 12.00 PM</b>
Presentation of Qualified Technical Bidders – In person	<b>17.03.2025, 3.00 PM</b>
EoI Application Fee (Non – refundable)	<b>Rs. 10,000/- in the form of DD payable at Chennai drawn in the favour of Tamil Nadu Pollution Control Board</b>
Criteria Selection	<b>80:20 (Technical Score: Presentation Score)</b>

**Member Secretary  
Tamil Nadu Pollution Control Board**

## **SECTION 2- SCOPE OF WORK (SOW)**

### **2.0 General:**

Discarded fishnets and other marine plastic debris pose a significant threat to marine life, trapping and harming countless sea creatures. To address this issue, the Government of Tamil Nadu has launched the Tamil Nadu Fishnet Initiative (TNFI), a comprehensive effort to combat marine plastic pollution and promote sustainability.

To tackle the growing environmental threat posed by discarded fishnets often referred to as "ghost nets," and other marine plastic debris, this initiative addresses the marine litter that consists of abandoned or lost fishing gear, primarily made of durable synthetic materials like nylon, polyethylene and polypropylene. Once discarded or lost in the ocean, these fishnets continue to entangle marine animals, causing injury, suffocation and death to various species, including fish, turtles etc. Additionally, the nets degrade over time into smaller particles, contributing to microplastic pollution, which poses long-term environmental and health risks.

### **2.1 Scope of work**

The project will be implemented in the following thirteen coastal districts.

<b>S.No</b>	<b>Name of the Coastal District</b>	<b>Location</b>
1	Tiruvallur	Land identified near Pazhaverkadu village
2	Chengalpattu	Land identified inside the Kovalam ice factory building
3	Villupuram	Land identified near Kunimedu village
4	Cuddalore	Land identified near Mudalsalodai fish landing centre
5	Mayiladuthurai	Land identified at Pazhaiyar fishing harbour
6	Nagapattinam	Land identified at Nagapattinam fishing harbour
7	Tiruvarur	Land identified near Muthupettai region
8	Thanjavur	Land identified at Mallipattinam fishing harbour campus
9	Pudukottai	Land identified at Kottaipattinam FLC Complex
10	Ramanathapuram	Land yet to be identified
11	Thoothukudi	Land identified near the Fisheries Co-operative office inside the premises of Thoothukudi Fishing Harbour.
12	Tirunelveli	Land identified near the Auction Hall at Uvari Beach
13	Kanyakumari	Land identified near the Chinnamuttom Fishing Harbour

For each coastal district in the identified locations, the following activities to be undertaken:

### 1. Baseline Assessment

- **Objective:** Identify key stakeholders and assess the current quantity of discarded fishnet along with marine litter generated and its management in the major fishing villages and covering 7 km along the coastal stretch of selected fishing villages.
- **Activities:**
  - Conduct a comprehensive assessment of the discarded fishnets, other marine litter generated, its disposal methods and also recycling capabilities/ facilities near the coastal areas.
  - The final report on the baseline assessment shall be submitted to TNPCB.

### 2. Infrastructure Setup

- **Objective:** Establish necessary infrastructure in the space provided by TNPCB to support efficient discarded fishnet collection, sorting and storage capacity for 10 ton (minimum built up area for office and storage - 1200 sqft)
- **Activities:**
  - Design and construction of sorting and collection facilities in each coastal district.
  - Operationalize the infrastructure with appropriate machinery and equipment to facilitate the collection and sorting of discarded fishnets and other marine plastics.
  - The centre must have Office facility to enable collection and processing of data of fishnets and incentives provided to the fisherfolk (as per the specification attached in page no.31).
  - Covered on all sides and roof with G.I sheets.
  - Adequate man power to manage the facility to the provided by the agency.
  - Facility timings – Monday to Saturday (6.00 AM to 6.00 PM)

### 3. Collection and Sorting

- **Objective:** Ensure efficient collection, sorting and segregation of discarded fishnets collected and other marine litter.
- **Activities:**
  - Equip the workers with the required tools and equipment for effective collection and sorting of fishnets and marine litter.

#### 4. Incentives

- **Objective:** Create a system of financial incentives to encourage active participation in fishnet collection and recycling efforts.
- **Activities:**
  - Design a structured incentive program that rewards fishermen based on the current market value for their contributions to fishnet collection.
  - Allocate financial rewards per kg of fishnets and marine debris collected, with the goal of fostering consistent participation and commitment.
  - Use the revenue generated from the recycling process to sustain and expand the incentive program, ensuring long-term engagement from the community.
  - The revenue generated should not be utilized for purposes other than providing incentives to the fishermen, operation & maintenance and development of the DFNCC.

#### 5. Forward Linkages

- **Objective:** Establish sustainable systems for recycling the retrieved fishnets. The stored fishnets should be sent to the recyclers at regular intervals to avoid prolonged storage.
- **Activities:**
  - Develop a sustainable forward linkage system that enables the recycling of collected fishnets minimizing their environmental impact and to use the revenue generated to fund incentives.
  - Monthly progress report shall be submitted to TNPCB inclusive of the details of fishnet collected and sent to the recyclers.

#### 6. Training & Capacity Building

- **Objective:** Enhance the skills and knowledge of local fishing communities to improve the collection of discarded fishnets and marine debris including raising environmental awareness.
- **Activities:**
  - Organize training workshops for the fishing community, focusing on techniques for retrieving fishnets, sorting marine litter and adopting sustainable fishing practices.
  - Provide capacity-building sessions to the local fishermen communities.

## 7. Monitoring & Evaluation by the Agency

- **Objective:** Track project progress and measure its impact on the community and the environment.
- **Activities:**
  - **Establish a monitoring system** to track the progress of fishnet and plastic waste collection, sorting, and management.
  - Conduct regular **evaluations** to assess the **social, economic, and environmental** impacts of the project, ensuring its success and long-term sustainability in the coastal communities.
  - CCTV shall be installed in the facility.
  - Records shall be maintained for all activities and shall be shown to TNPCB officials.

## 8. Monitoring & Evaluation by the TNPCB

- **Objective:** Monitoring and evaluation of the process and progress of the DFNCCs by TNPCB
- **Activities:**
  - TNPCB shall periodically monitors and evaluate the activities, process and progress of DFNCCs
  - TNPCB shall inspect the DFNCCs whenever necessary.
  - TNPCB shall review the activities, process and progress of DFNCCs.  
**Unsatisfactory progress and irrelevant activities (if any) in the DFNCCs shall be reviewed seriously and necessary action will be taken.**

### 2.2 Schedule and Timeline of works for the project is as follows:

S. No	Description	Timeline
1	Baseline Assessment	1 month from the start of the project
2	Infrastructure Setup	2 months from the start of the project
3	Training & Capacity Building	Every month
4	Operation of the Facility	Initially for 5 years*

**\*Note :**

After 5 years of operation of the facility, continuation of their operations will be evaluated by TNPC Bd and appropriate decision will be taken.

\*The duration of operation of facility may be extended based on Satisfactory progress (collection of discarded fishnets, incentives provided, fishnets recycled, O&M of DFNCCs) reviewed by TNPCB

**SECTION 3- QUALIFICATION CRITERIA**

- a) **Experience:** The Agency should have atleast 2 years of experience in the waste/ discarded fishnet collection center and handling in India/ abroad.
- i. 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.
  - ii. Proof of Partnership Deed, Incorporation of the Firm / Company (Articles of Association) should be submitted duly attested by the authorized signatory.
  - iii. Statement of legal capacity.
  - iv. Relevant documents related to handling of waste / discarded fishnet collection in India.
- b) Consortium/JV/tie-ups not allowed
- c) The Agency should have annual **turnover of Rs.1.50 Crore** in any of the last three financial years mentioned 2021-22, 2022-23, 2023-24. Copy of audited balance sheet (including Profit and Loss Statement) for last 3 financial years 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.
- e) Necessary registration documents establishing registration in India should be provided. Attested Copy of each of the following should also be furnished.

- (i) Permanent Account Number (PAN).
  - (ii) GST Registration Number.
  - (iii) Income Tax Returns filed for the financial years – 2021-22, 2022-23, 2023-24.
- f) The Agency should not have been black listed by 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.
- g) The Agency should be a profit-making agency in each of the last three financial years.
- h) Individuals who have done piecemeal/freelance/job work are not eligible for this work.

#### **SECTION 4- INSTRUCTION TO BIDDING AGENCIES**

- a) The Technical Proposal along with submission letter and EMD shall be submitted to TNPCB.
- b) 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.
- c) The selection would be on the Build Operate Transfer (BOT) 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.
- d) The Agency should be able to provide a qualified servicing and creative team, for undertaking study. The Agency team would work closely with the Member Secretary, TNPCB, and should be available always at the call of the Management.
- e)
  - i. The team must be stationed in each coastal districts during the entire project period. The team mentioned in the bid should necessarily be the same which would work on this account.
  - ii. A confirmation letter from the Agency for being able to provide the qualified team should be attached.
  - iii. CVs of all the team members certified by the authorized signatory and clearly indicating educational and professional qualification and experience should be attached.
- f) 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 or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to TNPCB.
- g) The Technical and Financial flow to be submitted by the Agency should be firm and valid for a **period of 180 days** from the last date of submission of the proposal.
- h) Applicants may seek clarifications on the guiding document, if



any, at the time of pre bid meeting or before 15 calendar days from the due date of submission of the Proposals. Any request for clarification must be sent in writing to the Member Secretary TNPCB or to the email [pwmsec@tnpcb.gov.in](mailto:pwmsec@tnpcb.gov.in).

- i) 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.
- j) The agencies shall acknowledge the conditions in this EoI and all subsequent amendments and submit along with their proposals duly signed. Therefore, the EoI document signed by the authorized signatory should be the part of the technical proposal.
- k) The Member Secretary, TNPCB, will select the agency who has scored the highest as per the evaluation criteria – combined score of technical proposal and presentation.
- l) 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 which would be considered for further evaluation as part of technical presentation.

- a) Dedicated Team Details – The Key members that would be working on the project should be indicated along with the career profile.
- b) List of the previous Clients and the work assignment with proof should be provided.
- c) List of available infrastructures at the local office in Chennai or anywhere in Tamil Nadu for undertaking the Activities mentioned in the scope of work.
- d) Single point of contact: Please indicate the senior management personnel, who would be in regular touch with the TNPCB for assignment.

### **5.2.The Submission and Opening of Proposals**

The Bidders are required to furnish hard copies of their proposal with valid Signature as specified in the EoI. The Authority shall not be held liable for any delay in proposal submission for any reason whatsoever.

The Proposals addressed to the Authority shall be submitted with the following the formats/schedules given for respective proposal.

**5.2.1 Technical Proposal** should contain the scanned copy of the following documents:

- a. Form 1: Letter of Proposal TECHNICAL PROPOSAL
- b. Form 2: Particulars of the Bidder
- c. Form 3: Statement of legal capacity
- d. Form 4: Power of Attorney
- e. Form 5: Financial Capacity of the Bidder

- f. Form 6: Abstract of relevant assignments of the Bidder
- g. Form 7: Eligible Assignments of Bidder
- h. Form 8: Description of approach, methodology, and work plan in response to the Terms of Reference
- i. Form 9: Team Composition, Task Assignment and Level of Effort

### **5.3. Preparation of Financial Flow of the Proposed DFNCCs:**

- a) In preparing the financial flow, the Agencies are expected to consider the various requirement and conditions stipulated in this EoI document.
- b) The Financial flow shall contain the detailed break up of costs covering the total cost for the entire project including GST /any other tax if applicable. The Financial flow shall be for an overall amount for the entire project duration.

### **5.4 Submission of Bids**

5.4.1 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.

5.4.2.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the EoI. 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 5.2.1
- b. It is accompanied by the Power of Attorney provided in standard format
- c. It contains all the information (complete in all respects) as requested in the EoI
- d. It does not contain any condition.

**5.4.3.** The proposals will be opened by the Authorised Representative of the Authority as per schedule mentioned in EoI

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

**5.5 Financial terms:**

- a) There will be no financial commitment from TNPCB. The selected fishnet agency should offer incentives to fishermen based on current market rates when purchasing discarded nets from them and to manage the incentives cost using the revenue received from recyclers. However, land and power supply connection will be provided by the TNPCB for constructing the temporary shed.

**5.6. 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.
- b) Subsequently, for the pre-qualified agencies, a technical presentation would be arranged, wherein the short-listed agencies would be invited to make the presentation on their concept to act as the Agency before the Committee constituted by TNPCB, by giving due notice by email.
- c) Agency shall bring in the requisite copies of the technical proposals in hard copies and in the suitable format of PPT, Movies, PDF, etc. for presentation to the Committee members. The presentation would be retained by the Member Secretary, TNPCB, for its records.
- d) Soft copy of the presentation to the Committee may, therefore, be made available to the Committee well in Advance, on the day of the presentation.

**5.7. Technical Score would be calculated based on the following parameter :**

- A. Experience **(Max 50 marks)**
  - 2 years (Minimum) :25 marks
  - 2-5 years :40 marks
  - Above 5 years :50 marks
- B. Strength and spread of work carried out – **(Max 40 marks)**
- C. No. of similar work done **(Max 10 marks)**
  - No of similar works – upto 2 years - 5 marks
  - No of similar works – more than two years - 10 marks

The Committee after having evaluated the technical presentation would provide the technical score. The minimum score for the technical evaluation shall be 70 out of 100 marks. Agencies qualifying in the technical evaluation would then only be eligible for the presentation.

**5.8.Presentation Score would be calculated based on the following:**

1. Demonstration of the previous works/events carried out at national/ international level – 10 marks
2. Understanding and meeting the requirements of the present event proposed by the Client - 10 marks

**5.9. Composite Evaluation of Score for Agencies:**

The Assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.

The Technical Score obtained, and the Presentation Score obtained would be multiplied (in percentage) with the weightage (in percentage) to arrive at Composite Evaluation Score for each bid. The respective weightage for the Composite Technical Score and the presentation score to arrive at the total score is set out in the table below:

<b>No</b>	<b>Description of Parameters for composite evaluation score</b>
(A)	Composite Technical Score – 80% - Weightage
(B)	Composite Presentation Score – 20% - Weightage

**5.10.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 Eol document.**

At any time, 48 hours prior to the deadline for submission of Applications, TNPCB may amend the Eol documents by issuing addendum or addenda including those issued after the pre bid conference. These addenda shall be posted at TNPCB website and shall be treated as a part of the Eol Documents.

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

**5.11. 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 non responsive**
- e) **If the 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.

**5.12. 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 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.

**5.13. Confidentiality:**

- a) Information relating to the examination, clarification, and evaluation of the Agency shall not be disclosed to any person not officially concerned with the process. The TNPCB 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.

**5.14. Conflict of Interest:**

The agency shall not receive any remuneration in connection with the current assignment. The Agency and its affiliates shall not engage in any activities that conflict with the interest of the client.

**5.15. Earnest Money Deposit:**

- a) **An Earnest Money Deposit (EMD) for the sum of Rs. 50,000/- (Rupees Fifty Thousand only) shall be paid in the form of DD drawn in favour of Tamil Nadu Pollution Control Board payable at Chennai.**
- 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, after the selection of an Agency or if the selection process is cancelled by the Client.
- d) Earnest Money Deposits of successful applicant shall be returned after signing the contract with successful applicant or if the selection process is cancelled by the Client.

#### **5.16. 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.

#### **5.17. Negotiations:**

- a) Negotiations will be held with the highest scorer to improve other parameters.
- 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 DFNCCs 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.

#### **5.18. 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 EoI within 10 days of such intimation.

#### **5.19. Performance Security:**

- a) The Successful Agency shall, before entering into the contract, furnish a performance guarantee for satisfactory execution of the consultancy in the



form of a bank guarantee for an amount of **Rs. 10,00,000/- (Rupees Ten lakhs only)** in the form of DD drawn on any Indian Nationalized/ Scheduled Commercial Bank in favor of “Tamil Nadu Pollution Control Board” payable at Chennai within 10 days from the date of receipt of letter of acceptance.

#### **5.20. Corrupt or Fraudulent Practices:**

The Member Secretary, TNPCB, requires that Applicants under this EoI 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 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 **contract** 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 contract if It is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

#### **5.21. 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 15 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.

#### **5.22. Breach of Contract:**

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

#### **5.23. 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 EoI, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under 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 hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **5.24. 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 is 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) The Member Secretary, TNPCB, shall forfeit the Performance Security if the fault lies with the Agency.

#### **5.25. Termination without Default:**

The Member Secretary, TNPCB , shall be at liberty to terminate the Contract without assigning any reason by giving **30 days** written notice to the other party.

**5.26. 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 Rs.50,000/- will be recovered from the Agency. 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.

**5.27. 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.

**5.28. Confidentiality:**

a) The EoI 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 stake holders.

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 EoI or contract without obtaining

prior written consent from TNPCB. Any reproduction of this EoI by Xerox / Photostat / Electronic or any other means is strictly prohibited without prior consent of TNPCB.

**5.29. Liability of the Agency:**

The Agency's liability under the Contract shall be as provided by the Applicable Law.

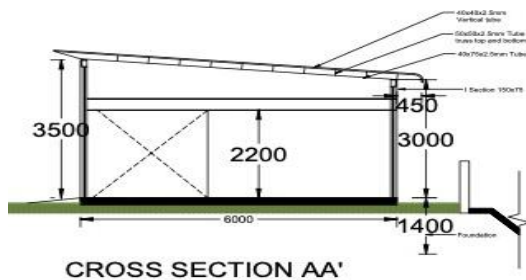
**Section 6: TECHNICAL BID (ANNEXURE – I)**

**A) TECHNICAL BID (Technical Bid should be uploaded as scanned copy super-scribing “TECHNICAL BID for Selection of an agency to construct the discarded fishnet collection centers in 13 coastal districts and to conduct awareness programs, facilitate recycling of discarded nets and provide incentives to fishermen based on current market rates for nets collected**

<b>1</b>	<b>Name of the Work</b>	<b>Expression of Interest (Eoi) for Selection of an agency “To construct the discarded fishnet collection centers in 13 coastal districts, conduct awareness programs, facilitate recycling of discarded nets and provide incentives to fishermen based on current market rates for nets collected”.</b>		
<b>2</b>	<b>Name and Address of Bidder/ Agency</b>			
<b>3</b>	<b>Company Profile</b>	<b>Annexure</b>		
<b>4</b>	<b>Annual Turn Over (Attach Audited Balance Sheet for each year)</b>	<b>(i) 2021-22</b>	<b>(ii) 2022-23</b>	<b>(iii) 2023-24</b>
<b>5</b>	<b>Experience of similar work (Attach work order &amp; certificate of successful completion or proof of final payment)</b>	<b>Year</b>	<b>No. Of Works</b>	<b>Total Amt. (In Lakh Rs.)</b>
<b>6</b>	<b>EMD Cost (Rs.50,000 only)</b>	<b>D.D.No. Date Name of the Bank</b>		
<b>7</b>	<b>Registered Address</b>			
<b>8</b>	<b>Phone No. With STD Code</b>			
<b>9</b>	<b>Fax No.</b>			
<b>10</b>	<b>Mobile No.</b>			
<b>11</b>	<b>Email ID</b>			
<b>12</b>	<b>Address for all</b>			

	communications during the execution of work	
13	List of Enclosures	(i) (ii) (iii)
I / We declare that I / We have examined the terms and conditions mentioned in the EoI and accordingly agree and accept the same for EoI/ bid filing.		
Seal of the Firm / Company		Signature of the Authorized Representative of Bidder/ Agency
Date:		
The above EoI 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.		

### Section 7: Specification details



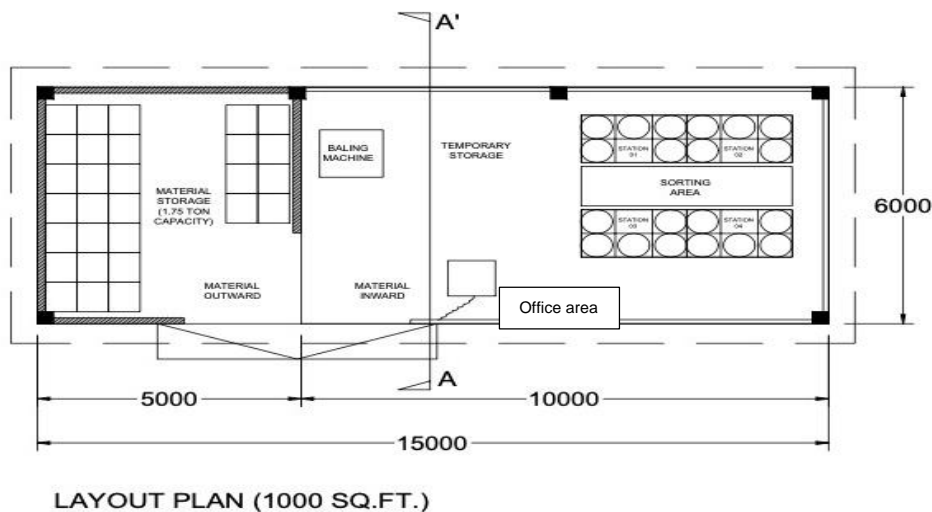
#### STRUCTURAL DETAILS

**STRUCTURAL TRUSS WORK:**  
 Truss Top and Bottom Tube 2"x2"  
 Truss crossing 1"x1/2"  
 Purlin tube 3 x 11/2"  
 Roof sheet 0.47mm (Blue colour)  
 Base plate 10" x 10"  
 I section 150x75mm

**CLADDING WORK:**  
 Purlin tube 2"x2"  
 Foundation bolt 5/8x11/4  
 Side sheets 0.47mm Blue colour with necessary openings  
 Shutters 8"x11.5"- 3nos  
 Polycarbonate sheet (transparent)

#### SPECIFICATIONS

1. The plinth shall be made of Cement flooring with PCC bed
2. The super-structure to be made of steel members mentioned herein
3. The cladding shall be done with polycarbonate sheets



Example cross-section and Rough layout plan shown above

**Note:**

- The site should be levelled and flooring to be done as per the section 7.
- The name board to be placed along with the TNPCB logo.
- The facility needs to be painted outside in a theme indicating collection of fishnets.

The following equipments shall be available in the facility

1. Weighing scale
2. Table, Chair and Fan
3. Drinking water facility
4. CCTV
5. Fire Extinguisher
6. Electrical work with fittings

**Section 8 : Financial Flow for each DFNCC shall be furnished separately (Separate sheet may be enclosed)**

<b>S. No</b>	<b>Description</b>	<b>Amount for one DFNCC (Rs)</b>
<b>a)</b>	Baseline Assessment	
<b>b)</b>	Infrastructure Setup	
<b>c)</b>	Training & Capacity Building	
<b>d)</b>	Approx. Incentive cost for five years	
<b>e)</b>	Man power/ Overheads	
	Total	
	GST @	
	Grand Total	

**Sd/xxxx**  
**Chairperson**

**For Chairperson**