

**REQUEST FOR PROPOSAL (RFP) FOR**  
**“Procurement of 18 Nos. of Flame Photometers for up gradation of**  
**the TNPCB Laboratories”**



**Tamil Nadu Pollution Control Board**  
**தமிழ்நாடுமாசுகட்டுப்பாடுவாரியம்**

**RFP Ref No. TNPCB/DD (L) /Pur- II/ F. No. 1571-8/ 2024 Dt. 28/11/2024.**

**Sd/-xxxxx**  
**Chairperson**

### **Timeline of important dates**

Date of Release of online RFP	<b>09.12. 2024</b>
Last Date for Addendum	<b>17.12.2024, 05:00 PM</b>
Last Date for Online Proposal Submission	<b>24.12.2024, 01:00 PM</b>
Date of Opening of Technical Proposal Online	<b>24.12.2024, 03:00 PM</b>
Opening of Financial Proposal	<b>30.12.2024, 03:00 PM (Tentative)</b>
Negotiation meeting	<b>Will be intimated as per the approval</b>
Tender Application Fee	<b>Rs. 2000 /-</b>

### **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

<b>S.No</b>	<b>Abbreviation</b>	<b>Expansion</b>
1.	RFP	Request for Proposal
2.	TNPCB	Tamil Nadu Pollution Control Board
3.	OEM	Original Equipment 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

## **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 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, assessment 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 manufacturer having the requisite qualifications and experiences. They may download the RFP document from the website of TNPCB [www.tnpcb.gov.in](http://www.tnpcb.gov.in) and [www.tenders.tn.gov.in](http://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
- d) “Client” means TNPCB.
- e) Supply and installation of “**Flame Photometers for TNPCB Laboratories,**” as described in the Scope of Work provided in this RFP Section 2 of this RFP.
- f) “RFP” means Request for Proposal.



## **SECTION 1-TENDER NOTICE**

Tamil Nadu Pollution Control Board has established two-tier Laboratory setup, as per the provisions of subsection (2) of Section 17 of the water (Prevention and Control of Pollution) Act, 1974 (Central act 6 of 1974) namely Advanced Environmental Laboratories (AEL) at Chennai, Salem, Madurai, Coimbatore, Cuddalore, Vellore, Tirunelveli & Trichy and District Environmental Laboratories (DEL) at Ambattur, Dindigul, Hosur, Tiruppur, Manali, Tuticorin and Maraimalai Nagar and the newly established laboratories at Oragadam and Nagapattinam. Out of the Eight Advanced Environmental Laboratories in Tamil Nadu, five AEL's namely Chennai, Cuddalore, Coimbatore, Salem and Madurai has obtained NABL Accreditation as per ISO/IEC 17025:2017 and also OHSAS ISO: 45001:2018.

To strengthen the analytical and field capabilities of Tamil Nadu Pollution Control Board in Air and Water quality analysis for various parameters with immediate response to effects caused by natural disasters such as major cyclones, gaseous leakages, oil spillages, fire/chemicals accidents, etc., and to address public complaints, certain handheld/Mobile sophisticated instruments for air and water analysis shall be procured from the Board fund.

Vide B.P. (Ms). No. 38 Dated: 19.07.2024 the Board has approved the proposal for the Procurement of 18 No's of Flame Photometers (Bench Top) with accessories for TNPCB.

Hence, proposals are hereby invited from authorized manufacturer Online through the website [www.tntenders.gov.in](http://www.tntenders.gov.in) to serve as an Agency for the supply and installation of pH Meter (Bench Top) as per the terms and conditions provided in this RFP.

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

<b>EVENTS</b>	<b>DATE</b>
Date of issue of RFP	<b>09.12. 2024</b>
Last date for issue of addendum to RFP document	<b>17.12..2024, 05:00 PM</b>
Last date of submission of Proposals (Proposal Submission Date)	<b>24.12.2024, 01:00 PM</b>
Technical Proposals opening	<b>24.12.2024, 03:00 PM</b>
Opening of Financial Proposal	<b>30.12.2024, 03:00 PM (Tentative)</b>
Negotiation meeting	<b>Will be intimated as per the approval</b>
EMD amount	<b>Rs. 50,000/-</b>  (Rupees Fifty Thousand Only) should be paid electronically in e-tender portal

Member Secretary  
Tamil Nadu Pollution Control Board

**Note- Any request for clarification regarding RFP must be sent in writing to TNPCCB, via email: ddwaterchn@tnpcb.gov.in on or before 13.12.2024; 01:00 PM.**

## **SECTION 2 - SCOPE OF WORK**

### **SPECIFICATION FOR THE SUPPLY OF FLAME PHOTOMETERS**

The TNPCB under strengthening of its laboratories as up gradation of its analytical capabilities in alignment with regulatory standards and best practice for environmental monitoring intends to procure the tabletop Flame Photometers to enhance the precision and reliability of cationic measurements across various sample matrices including potable water, industrial effluents and wastewater.

The scope of work for the procurement includes but not limited to the following key deliverables:

1. The bidder shall supply state -of -the -art tabletop Flame Photometers that conforms to the technical specifications outlined in the Technical Specification section.
2. All supplied equipment must be new, unused and manufactured in accordance with ISO 9001 quality management standards and other applicable international standards (e.g. BIS, ASTM).

#### **Technical specifications**

##### **Technical Specifications required for 'Flame Photometer'**

<b>Specifications</b>	<b>Requirement</b>
Measuring Range	Na <sup>+</sup> : 0 to 199.9 ppm, K <sup>+</sup> : 0 to 199.9 ppm Ca <sup>++</sup> : 0 to 99.9 ppm Li <sup>+</sup> : 0 to 9.9 ppm
Sensitivity	Na <sup>+</sup> : 0.1 ppm K <sup>+</sup> : 0.1ppm
Specificity	Less than 0.5% interference when concentrations are equal to test sample concentrations

Gas Control	Adjust with knobs
Ignition System	Auto Ignition System
Flame Failure	Auto detection
Gas Cut off	Automatic
Reproducibility	Less than 1% coefficient of variation for 20 consecutive samples using 10 ppm Na set as maximum standard
Linearity	Less than 1%
Display	LED
Fuel Supply	High grade Propane/Butane Mixture regulated at approximately 30 psi
Air Supply	6L/min at 12 psi; oil and mixture free
Recorder	Output 0.05 to 5 V
Sample Matrix	Water and wastewater samples
Calibration	Up to '05' standards per Element with Curve Fitting Software in built
Analysis Data Storage	More than 1500
Data Output	USB
<b>Specification for Air Compressor</b>	
Type	Single Cylinder Piston Compressor with air tank- oil free
Power	1/6 HP
Speed	1500-1700 rpm
Air Output	20-23 l/min
Adjustable Pressure Range	0-6 Bar
Air Tank	3 lit.
Power	230 V + 10% AC, 50 Hz
Accessories	Gas and Air Tube, Capillary tube, Sample Beakers
Operating manuals, service manuals, other manuals	<p>Should provide-</p> <ul style="list-style-type: none"> <li>• User, technical and maintenance manuals in English language.</li> <li>• List of equipment and procedures required for local calibration and routine maintenance.</li> <li>• Service and operation manuals to be provided advanced maintenance task documentation, if any.</li> </ul>
Warranty	<ul style="list-style-type: none"> <li>• In addition to a minimum three-year comprehensive onsite warranty that includes</li> </ul>

	<p>lamps as well, equipment maintenance and one preventive maintenance should be provided annually from the date of installation and commissioning.</p> <ul style="list-style-type: none"> <li>• Warranty to be provided by the OEM/Manufacturer.</li> <li>• Comprehensive AMC should be offered by the supplier for 36 months following the quoted standard warranty period. Equipment routine maintenance and repairs ought to be included in AMC services.</li> </ul>
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**Additional specifications:**

Sr No.	Specification	requirements
1.	<b>Instrument Manual</b>	The offered instrument should be supplied with (A) Operator's instruction/user manual in English language. (B) List of equipment and procedure required for local calibration and routine maintenance
2.	<b>Installation, commissioning</b>	The supplier will have to carry out successful Installation at the laboratory premises (where the system has to be installed).
3.	<b>IQ,OQ and PQ</b>	Onsite Installation (IQ), Operation (OQ) of the instrument and supplier must assist till satisfactory Performance (PQ) of the instrument.
4.	<b>Training</b>	The supplier will have to provide on - site comprehensive training for a min. of 2 scientific personnel operating the system and support services till customer satisfaction.
5.	<b>Past Performance</b>	The bidder must have previously supplied instrument to at least two central/state govt. institutions. Preferentially two state govt. institutions in Tamil Nadu. The SO/PO copies (Max. 5) of the same should be attached with the bid documents.
6.	<b>Service Centre</b>	The Bidder/vendor must have functional service centre in Tamil Nadu. An Undertaking should be attached furnishing the exact address of the service centre with all the necessary information such as contact person names, contact numbers, etc.,

7.	<b>Demonstration</b>	Vendor has to demonstrate the equipment ( <i>during Price Negotiation</i> ) at Chennai, within specified limit, if asked for; failing to which offer will be rejected.
8.	<b>Complaints in warranty</b>	1. Response time to attend the Complaint during warranty - Max. 48 Hrs. 2. Time duration for repairing /replacing the defect during warranty – within 1 week.
9.	<b>Warranty Clause:</b>	The Flame Photometers should come with unconditional warranty which includes supply of consumables, spares & comprehensive maintenance contract for a period of 3 year from the date of installation.
10.	OEM and Channel Partner	The OEM and/or one of its authorized channel partner are eligible to participate in the bidding process. In the event that a channel partner intends to submit a bid, it is mandatory for the channel partner to furnish an authorization certificate from the OEM. This certificate must explicitly state that the channel partner is the sole entity authorized by the OEM to participate in the specific bidding process.

### **Technical Specification Compliance Statement Document Guidelines:**

1. The **Complete Technical specification compliance statement document must be signed along with company seal** for its authenticity and acceptance that any incorrect or ambiguous information found submitted will result in disqualification.
2. **Document should be uploaded as one single PDF file comprising of Technical compliance statement as well as all other relevant Documents**
3. **Technical Compliance Statement should be in tabular format (as given below):** Should mandatorily include the compliance/non-compliance of all the technical, non-technical specifications and bidder qualification criteria in full in separate tables.
4. The specifications are clearly mentioned in the document and the Bidder are requested to submit Bid only if their offer strictly comply with these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification will be on Bidder's risk as the Board will not entertain such Bids. BIDS CARRYING THE STATEMENT LIKE "SPECIFICATION AS PER TENDER DOCUMENT" SHALL NOT BE

ENTERTAINED. THE PRODUCT SPECIFICATIONS SUPPORTED BY TECHNICAL LITERATURE AND LIST OF USERS MUST BE ENCLOSED.

5. Bidder ensures that technical specification shall comply and supported with technical brochure. In case, technical specification does not meet or found in their supported brochure, the bid will be rejected.
6. The installation of the instruments at the respective site is the entire responsibility of the supplier. It must be done either by the principal/supplier or their authorized agents strictly within duration specified in this document on the receipt of the instruments by the Board.
7. If the instrument supplied is found defective/unsatisfactory condition/short supply/other than specifications in the Purchase Order, the same will have to be replaced at the supplier's risk and cost. No freight and other charges for replacement will be paid by the Board.
8. The tenderer shall submit a detailed item-wise compliance / non-compliance statement referring para-wise to the requirements given in this document, for precise evaluation of tender and for any future reference. The compliance statement shall be supported by original brochure(s) of the equipment or sub component from the manufacturer. **In case the original brochure is silent on any part of tender specification, it shall be supported by an undertaking by the manufacturer, if claims complied.** The technical specifications and other requirements contained in this document are essentially required by the indenter. However, reasons for non-compliance, if any, for certain limited paras, or even sub-paras of the document may also be given by the tenderer. Silence on any part of the commercial or technical specification or failure / omission to provide any such details will be treated as non-compliance. All non-compliance of specifications, even of minor deviations should be clearly brought out.

**Technical compliance statement**

Sr. No.	Bid Specification	Offered Specification	Compliance (Yes/No)	Remarks

**Non-Technical compliance statement**

Sr. No.	Bid Specification	Offered Specification	Compliance (Yes/No)	Remarks

**Bidder qualification criteria-**

Sr. No.	Bid Specification	Offered Specification	Compliance (Yes/No)	Remarks

**Place of supply:**

Consignee locations are as follows:

<b>Advanced Environmental Laboratories</b>				
S. No.	Designation	Email	Address	Units to be supplied
1	The Assistant Director, Advanced Environmental Laboratory,	<a href="mailto:aelchn@tnpcb.gov.in">aelchn@tnpcb.gov.in</a>	<b>CHENNAI</b> Advanced Environmental Laboratory, Tamil Nadu Pollution Control Board, 76, Mount Salai, Guindy, Chennai - 600 032.	<b>01</b>
2	The Assistant Director, Advanced Environmental Laboratory,	<a href="mailto:aelcbe@tnpcb.gov.in">aelcbe@tnpcb.gov.in</a>	<b>COIMBATORE</b> Advanced Environmental Laboratory, Tamil Nadu Pollution Control Board, 3rd & 4th Floor No: 05, Ramasamy Nagar, Near Fire Service Station, Kovundampalayam, Coimbatore - 641 030.	<b>01</b>
3	The Assistant Director, Advanced Environmental Laboratory,	<a href="mailto:aelcud@tnpcb.gov.in">aelcud@tnpcb.gov.in</a>	<b>CUDDALORE</b> Advanced Environmental Laboratory, Tamil Nadu Pollution Control Board, Plot No A3, SIPCOT Industrial Complex, Kudikadu, Cuddalore - 607 005.	<b>01</b>
4	The Assistant Director,	<a href="mailto:aelmdu@tnpcb.gov.in">aelmdu@tnpcb.gov.in</a>	<b>MADURAI</b> Advanced Environmental Laboratory,	<b>01</b>



	Advanced Environmental Laboratory,		Tamil Nadu Pollution Control Board, Survey No. 668 & 669, Sidco Indl Estate, Kappalur, Thirumangalam Taluk, Madurai-625 008.	
5	The Assistant Director, Advanced Environmental Laboratory,	<a href="mailto:aelslm@tnpcb.gov.in">aelslm@tnpcb.gov.in</a>	<b>SALEM</b> Advanced Environmental Laboratory, Tamil Nadu Pollution Control Board, 1/276, Siva Tower, Meyyanur Main Road, Salem-636 004.	<b>01</b>
6	Deputy Chief Scientific Officer, Advanced Environmental Laboratory,	<a href="mailto:aeltmv@tnpcb.gov.in">aeltmv@tnpcb.gov.in</a>	<b>TIRUNELVELI</b> Advanced Environmental Laboratory, Tamil Nadu Pollution Control Board, 30/2, Sidco Indl. Estate, Pettai, Tirunelveli-627 010.	<b>01</b>
7	The Assistant Director, Advanced Environmental Laboratory,	<a href="mailto:aelry@tnpcb.gov.in">aelry@tnpcb.gov.in</a>	<b>TRICHY</b> Advanced Environmental Laboratory, Tamil Nadu Pollution Control Board, No: 25, Developed Plots, SIDCO Industrial Complex, Thuvakudi, Trichy-620 015.	<b>01</b>
8	The Assistant Director, Advanced Environmental Laboratory,	<a href="mailto:aelvlr@tnpcb.gov.in">aelvlr@tnpcb.gov.in</a>	<b>VELLORE</b> Advanced Environmental Laboratory, Tamil Nadu Pollution Control Board, Auxilium College Road, Gandhi Nagar, Vellore-632 006.	<b>01</b>

<b>District Environmental Laboratories</b>				
<b>S No:</b>	<b>Designation</b>	<b>Email</b>	<b>Address</b>	<b>Units to be supplied</b>
1	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:delamb@tnpcb.gov.in">delamb@tnpcb.gov.in</a>	<b>AMBATTUR</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, 77-A South Avenue Road, Ambattur Industrial Estate, Ambattur, Chennai-600 058.	<b>01</b>

2	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:delary@tnpcb.gov.in">delary@tnpcb.gov.in</a>	<b>MANALI[at]ARUMBAKKAM</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, 950/1,Poonamalli High Road, Arumbakam, Chennai-600 106.	<b>01</b>
3	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:deldgl@tnpcb.gov.in">deldgl@tnpcb.gov.in</a>	<b>DINDIGUL</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, Collectorate Complex,Dindigul -624 004.	<b>01</b>
4	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:delhsr@tnpcb.gov.in">delhsr@tnpcb.gov.in</a>	<b>HOSUR</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, S149-A, SIPCOT Industrial Complex, Hosur- 635 126.	<b>01</b>
5	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:delmmn@tnpcb.gov.in">delmmn@tnpcb.gov.in</a>	<b>MARAIMALAI NAGAR</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, Maraimalai Adigalar Street,Next to Municipal Office, Maraimalai Nagar,Chennai-603 209, Kancheepuram District.	<b>01</b>
6	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:deltpr@tnpcb.gov.in">deltpr@tnpcb.gov.in</a>	<b>TIRUPPUR</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, Kumaran Complex,2nd Floor, Kumaran Road,Tiruppur-641 601.	<b>01</b>
7	Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:delpnd@tnpcb.gov.in">delpnd@tnpcb.gov.in</a>	<b>PERUNDURAI</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, Plot No:J 2 (W), Near SIPCOT arch Kovai main road, Olappalayam-po, Perundurai-638 052.	<b>01</b>
8	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:deltnn@tnpcb.gov.in">deltnn@tnpcb.gov.in</a>	<b>THOOTHUKUDI</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, C7 & C9, SIPCOT Industrial Complex, Meelavittan, Thoothukudi – 628 008.	<b>01</b>

9	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:delspr@tnpcb.gov.in">delspr@tnpcb.gov.in</a>	<b>ORAGADAM[at]SRIPERUMBUDUR</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, Plot No.CP-5B, SIPCOT Industrial, Growth Centre Vandalur, Wallajahbad Road, Oragadam, Sriperumpudur Taluk, Kanchipuram Dis-602105	<b>01</b>
10	Deputy Chief Scientific Officer, District Environmental Laboratory,	<a href="mailto:delnpm@tnpcb.gov.in">delnpm@tnpcb.gov.in</a>	<b>NAGAPATTINAM</b> District Environmental Laboratory, Tamil Nadu Pollution Control Board, District Collectorate, Master Plan Complex, Nagapattinam - 611 001.	<b>01</b>

### 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.
- The specification has been shown in the tender and the material of the same specification will be accepted and also to be supplied.

#### 2. Scope of Supply

- Scope of supply (Bid price to include all cost components): Supply, Installation, Testing, Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any).

- Three sets of invoices showing the purchase order number, date and description of items as per order, quantity, unit against each item and total amount must be provided. One extra copy invoice & delivery challan must be provided to each consignee along with the instrument at the time of delivery.

### **3. Service & Support**

- a) Availability of Service Centers: Agency/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- b) Operation & Maintenance Training: O & M training has to be imparted as mentioned in the specification/tender document.
- c) After successful installation of instrument/equipment at each site, the vendor has to submit installation and performance report along with invoice.

### **4. Warranty**

- a) Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply)at consignee location

(Respective AEL of Chennai and Salem). OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in TAMILNADU for attending the after sales service.

- b) Successful bidder will have to ensure that adequate number of dedicated technical service personals/ engineers is designated/deployed attending to the Service Request in a time bound manner and for ensuring Timely Servicing/rectification of defects during warranty period, as per Service level agreement Indicated in the relevant clause of the bid.

**5. Completion of installation and demonstration.**

- After the delivery, all the Equipment and its accessories to be commissioned at respective places. For the purpose of correspondence with Tamil Nadu State Pollution Control Board may address to Member Secretary on the address mentioned in the letter head.

### **SECTION 3 – BIDDER QUALIFICATION CRITERIA**

- a) Experience: The Agency should have been in the business of manufacturing, supplying Flame Photometer systems and related activities in Tamil Nadu for at least 3 year as on..2024
  - 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. Should have supplied to any government institute with sufficient documents to verify the same.
  - vi. Specifications have been mentioned in the tender and purchase order. The items, material of the same make & specifications only will be accepted. If the working of the instruments is found unsatisfactory, it is liable to be rejected and the decision of the accepting authority shall be binding on the supplier. If the instruments/parts thereof should be replaced by the principal supplier, the account of shipment/re shipment will be borne by supplier before warranty period/ by

purchaser after warranty period. This will also be applicable for the items required if any, under replacement warranty.

b) The Agency should have been registered entity in India. 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 last three financial years– 2021-2022, 2022- 2022&2023-24.

IV. 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.

V. The Agency should be a profit-making agency in each of the last three financial years.

c) 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. If the bidder is OEM of the offered products, it would be exempted from the OEM Average Turnover" criteria also 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.

- d) Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products 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 30 days from the last date of submission of the proposal.
- g) **Applicants may seek clarifications on the guiding document, if any, before 7 calendar days from the due date of submission of the proposals. Any request for clarification must be sent in writing to TNPCB, email: ddwaterchn@tnpcb.gov.in.**
- h) An addendum, if applicable, will be published on the official website on or before 17.12.2024; 5:00 PM.
- 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 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.
- k) 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.

- I) 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 and/or at consignee locations 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 excluding 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 professional fees, installation 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/> 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

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.
- 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;
- b. It contains all the information (complete in all respects) as requested in the RFP;
- c. It does not contain any condition or qualification.
- d. 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 installation /submission of the bills. A brief report of the work carried out during the billing period should be submitted along with the bills.
- b) Bill of this supply will be issued in the name of The Member Secretary, Tamil Nadu State Pollution Control Board, Chennai, and Tamil Nadu.
- c) Payment terms: The payment will be released from TNPCB, Corporate office, Chennai on supplying the material in full and satisfactory condition along with satisfactory report (to be issued by the concerned In-charge) and on submission of the pre-receipt bill/invoice in duplicate along with the delivery challans are to be furnished to the concerned labs.

### **5.4. Opening of Bids:**

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:

$$\text{Score calculation} = \frac{\text{Lowest Price quoted by authorized manufacturer}}{\text{Price quoted by bidder being evaluated}} \times 100$$

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 application(s).**

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](http://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 Fifty Thousand Only (Rs.50,000/-) 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 workout 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. Security Deposit:**

- a) The Successfully Agency shall, before entering contract, furnish a performance e-guarantee for the delivery of the material(on supplying the material in full and satisfactory condition along with satisfactory report)in the form of a bank guarantee for an amount equivalent to 5% of the Agreement Value excluding GST in the form of DD or Banker’s Cheque drawn on any Indian Nationalized/ 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.

- b) It is also informed to submit stamp paper of Rs. 20.00/- to enter into agreement with Board. The performance Bank Guarantee/ Performance Security amount will be refunded on completion of the warranty period of two years, without any Interest. The defective, substandard and contrary to the specification of instruments supplied have to be replaced by the supplier at their cost and responsibility.

**5.17. Corrupt or 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 acts 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 corruptor fraudulent practices incompeteting 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 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 there as unable 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.

**5.21. Termination for Default:**

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

- a) The Agency fails to remedy any breach hereof 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.

**5.27 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

