

Corrigendum/ Addendum

Selection of Consultant for Technical Support for development, implementation and monitoring of action plan for Ban of Single Use Plastics in Tamil Nadu

Details of pre-bid clarifications/Queries/Suggestions

Sl.no	RFP-PageNo.	Section/ClauseNo.	Reference/ Particular	Clarifications/Query/Suggestions	Clarifications furnished
1.	9	1.9.2(a)	The Bidders shall be a private company incorporated in India under the (Indian) Companies Act 1956/2013. The Bidder shall be required to submit a true copy of its Incorporation Certificate.	We request you to consider Limited Liability Partnership firms registered under LLP Act 2008 to enhance the scope of participation.	Accepted
2.	10	1.9.3(a)ii	The Bidders should have experience of working on at least five Solid/Plastic/Liquid Waste Management Projects with Central or State Government Ministries or Departments, ULBs, UDAs or Multilateral Funding Agencies within last 10 years	If the single work order has multiple projects related to PMU/Preparation of DPR for SWM. Can we showcase these multiple projects as a separate project with proper completion certificate from Client. Please clarify. Request to clarify the same in Technical Proposal 19.2(ii)	Single work order having multiple projects will be considered as one project.
3	10	1.9.3(a)iii	The bidders should have demonstrated experience of at least one project with Central Government, State Government, Multilateral financing institutions, donor agencies, etc. in preparation of plastic waste management	In addition to the existing clause, we request you to consider the experience in preparation of Solid/Liquid Waste Management action plan/strategy. Request to consider the same in Technical Proposal 19.2(iii)	The Tender conditions will prevail.

			action plan/strategy.		
4	33	K	“Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;	As per our understanding, JV/Consortium of more than one entity is allowed. Please clarify. If not, request to allow JV/Consortium/Association with other firm to submit a competitive proposal.	JV/Consortium will not be allowed.
5	-	-	Last date: 6 th Sep 2022 till 03:00 PM	Request to extend the bid submission date for two weeks from 6 th Sep 2022 to 20 th Sep 2022 till 03:00 PM.	Considering the request, the date is extended upto 9 th September 2022 till 3 PM.
6	9	1.9 Eligibility conditions for Consultants 1.9.1 Basic Eligibility Criteria (a)	The Bidder shall be a private company incorporated in India under the (Indian) Companies Act 1956/2013. The Bidder shall be required to submit a true copy of its Incorporation Certificate	The criteria exclude limited liability partnership firms, which cover major consultancy agencies in India operating in the plastic waste management sector, including Big 4 organizations. Thus, suggesting inclusion of the following qualification criteria for consultants for ensuring fair competition: ‘Bidder shall be any organization and should be registered under Companies Act 2013/Limited Liability Partnership. The Bidder shall be required to submit a true copy of its Incorporation Certificate’	The suggestions is accepted. This may be altered and read as “Bidder shall be any organization and should be registered under Companies Act 2013/Limited Liability Partnership. The Bidder shall be required to submit a true copy of its Incorporation Certificate”
7	10	1.9 Eligibility conditions	a) Technical Capacity	As per understanding of the market players, there are consulting agencies in the WASH sector who deliver projects as sub-consultants and deploy resources partially, due to	Tender conditions prevail

		for Consultants 1.9.3 The other eligibility criteria are as given below:		<p>limited contractual obligations with the client.</p> <p>Thus, from the point of view of safeguarding TNPCB's project delivery, suggest addition of the following clause as a part of the eligibility conditions under 'Technical Capacity' component:</p> <p>'The agency should be a lead consultant and the contract/WO document should specify contractual engagement with the client organization and not any other consulting organization.'</p>	
8	18	<p>Instruction to Bidders (Evaluation)</p> <p>1.9 Evaluation of Technical Proposals</p> <p>1.9.2 The scoring criteria for evaluation of Technical Proposal is as follows:</p>	<p>1. Experience of the consultant in undertaking similar projects</p>	<p>As per understanding of the market players, there are consulting agencies in the WASH sector who deliver projects as sub-consultants and deploy resources partially, due to limited contractual obligations with the client.</p> <p>Thus, from the point of view of safeguarding TNPCB's project delivery, suggest addition of the following clause as a part of the eligibility conditions under 'Experience of the consultant in undertaking similar assignments' criteria:</p> <p>'The agency should be a lead consultant and the contract/WO document should specify contractual engagement with the client organization and not any other consulting organization.'</p>	Tender conditions prevail
9	27	<p>Schedule1: Terms of Reference</p> <p>4. Consultant Team composition and Qualifications</p>	<p>Qualification of Project Manager Master's degree in Urban Engineering or equivalent</p>	<p>Masters' in Urban Engineering is a very limiting qualification factor, since it is a very specialized course.</p> <p>As per our network of resources in the State of Tamil Nadu, there are a significant number of professionals with masters' degree in civil engineering, construction management, as well as urban planning, who also have relevant experience of managing large scale government infrastructure programmes, which is a requirement specified in the RFP.</p>	<p>The suggestions is partially accepted and it can be altered and read as:</p> <p>'Master's degree in Urban Engineering/Civil Engineering/Urban Planning.'</p>

				<p>Thus, suggesting inclusion of the following qualification criteria for the role of Project Manager:</p> <p>'Master's degree in Urban Engineering/Civil Engineering/Mechanical Engineering/Construction Management/Urban Planning or equivalent</p>	
10	27	Schedule1: Terms of Reference 4. Consultant Team composition and Qualifications	Qualification Plastic Management Expert Master's degree in planning / engineering / Management or equivalent	<p>As per our network of resources in the State of Tamil Nadu, there are a significant number of quality professionals with undergraduate degree in engineering and relevant field, who have excellent experience of working on plastic waste management technologies and project implementation, with urban local bodies in Tamil Nadu.</p> <p>Suggesting inclusion of the following qualification criteria for the role of Plastic Waste Management Expert:</p> <p>'Degree in Engineering/Planning/ Management or equivalent'</p>	Tender conditions prevail
11	27	Payment Schedule	Provision for out-of-pocket expenses	<p>In the financial proposal, whether we have to include the estimate for the out-of-pocket expenses (which will be incurring in the project phase) or it will be based on reimbursable.</p> <p>Kindly clarify</p>	Financial proposals shall include all the costs.
12	1	Proposal Submission date	Date of Extension	We request TNPCB to provide another one-week extension for the submission of the proposal.	Considering the request, the date is extended upto 9 th September 2022 till 3 PM.
13		Limitation of Liability:	Legal query	The Client (and any others for whom Services are provided) shall not recover, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Tender conditions prevail

14		Confidentiality:	Legal query	<p>We request you to add clause as “Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.”</p>	Tender conditions prevail
15		IPR– Intellectual Property Rights	Legal query	<p>We request you to add the clause as “IPR- may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that own in performing the Services. Notwithstanding the delivery of any Reports, retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.”</p>	Tender conditions prevail

16		Termination	Legal query	We request you to kind add “we terminate this Agreement, or any particular Services, immediately upon written notice to Client if we reasonably determine that we can no longer provide the Services in accordance with applicable	Tender conditions prevail and refer clause 2.9.2
17		Force majeure	Legal query	We request you to kindly clause for Force Majeure as: (i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (ii) Where Personnel are required to be present at Client’s premises, we will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any governmentorsimilarentityimplements restrictions thatmayinterferewithprovision ofonsiteServices;(ii)eitherpartyimplements voluntarylimitationson travel or meetings that couldinterfere withprovision ofonsiteServices,or(iii)anourresource determinesthatheorsheisunableor unwillingtotravelinlightofapandemic-related risk.	Tender conditions prevail
18	7	Clause 1.6	Last date for submission for queries for clarification to TNPCB	We request client to clarify on the last date of submission of queries	30.8.2022
19	9	Clause 1.8.1	In case a bidding firm possesses the requisite experience and capabilities required for undertaking	Please clarify whether the bidder should be a sole bidder or whether consortium or JV would be allowed.	JV/Consortium will not be allowed

			the Consultancy, it may participate in the selection process individually as the "Sole Firm" in response to this invitation. The term "Bidder" means the Sole Firm		
20	9	Clause 1.9.2	The Bidder must have at least one office in Chennai which has been operational for the last five years or more	Client to clarify whether EB Bills/ lease agreement would suffice as documentary evidence for the same	To produce records with documentary evidence for having office in Chennai.
21	10	Clause 1.10	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing. Please clarify.	Tender conditions prevail
22	11	Clause 1.13.2	Without prejudice to the generality of Clause 2.6.1, TNPCB reserves the right to reject any Proposal	The mentioned clause is missing in the RFP.	1.13.2 may be read as "TNPCB reserves the Right to reject any proposal if. All other sub clause remains unchanged.
23	14	Clause 1.22.2.	The Bidder shall furnish as part of its Proposal, Earnest Money Deposit of Rs. 1,00,000 (Rupees one lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India	Request to clarify whether the EMD to be issued in the name of TNPCB or Tamil Nadu State Pollution Control Board.	EMD to be issued in favour of Tamil Nadu Pollution Control Board or TNPCB payable at Chennai

			in favour of the TNPCB payable at Chennai		
24	19	Clause 1.9.2	Technical Presentation	We request the client to provide tentative dates for the technical presentation.	After opening and evaluation of Technical Bid, immediately the successful bidders in Technical Bid will be called for.
25	58	Point 16 in Form 2 at (Declaration on blacklisting / debarment)	Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years	Request to allow us to submit the blacklisting declaration based on the present status of blacklisting / debarment as on date of submission of the bid.	Accepted
26		No clause in RFP.	No third-party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct. Please clarify.	Tender conditions prevail.
27		No clause in RFP.	No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: <i>“Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know</i>	Tender conditions prevail.

				<i>the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted”.</i>	
28		No clause in RFP.	Staffing - Deployment of Resources during instances like Covid 19 Crisis	<p>If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p> <p>Request to add related clause.</p>	Tender conditions prevail.
29	43	Clause 3.4	Limitation of Liability	<p>Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:</p> <p>"Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	Tender conditions prevail.
30	42	Clause 3.3	Obligations to survive for a period of 2 years from the date of expiry or termination of contract	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Tender conditions prevail.

31	44	Clause 3.8.3 and Clause 3.8.4	Indemnities for IPR infringement claims without exceptions	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</p>	Tender conditions prevail.
32	44	Clause 3.8.3 and Clause 3.8.4	Indemnities for death and bodily injury	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	Tender conditions prevail.

33	44	Clause 3.8.3 and Clause 3.8.4	Indemnities not subject to final determination by court/arbitrator	<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.</p> <p>Request client to make appropriate changes</p>	Tender conditions prevail.
34		No clause in RFP.	No process for indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for</p>	Tender conditions prevail.

				<p>all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p> <p>Request to kindly add relevant details pertaining to this.</p>	
35		No clause in RFP. Please include in pre-bid.	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the</p>	Tender conditions prevail.

				deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."	
36	43	Clause 3.5	Insurance	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	Tender conditions prevail.
37	39, 42	Clause 2.9.3	Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Tender conditions prevail.