



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Request for Proposal

For

**Appointment of Agency for Strategic Planning, Capacity Building,
Innovative Initiatives and Branding for Maharashtra Pollution Control
Board (MPCB)**

RFP Reference No: 2407223-FTS-0147

Date of Issue: 25/07/2024

RFP Price: INR 23,600/-

ISSUED BY:

MEMBER SECRETARY

MAHARASHTRA POLLUTION CONTROL BOARD,
KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA,
SION CIRCLE, SION (East),
MUMBAI-400 022

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Signature of the tenderer/s

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Disclaimer

This Request for Proposal (RFP) for “**Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)**” is issued by Maharashtra Pollution Control Board (MPCB).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MPCB, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed **Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board** (hereinafter referred to as “MPCB”), or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment at the sole discretion of MPCB. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MPCB Project, the regulatory regime which applies thereto and by and all matters pertinent to the MPCB Project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to the MPCB Project. MPCB shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MPCB shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MPCB in selecting the Service Provider who qualifies through this RFP shall be final and MPCB reserves the right to reject any or all the bids without assigning any reason thereof. MPCB further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MPCB may terminate the RFP process at any time without assigning any reason and upon such termination MPCB shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

Abbreviations

Abbreviation	Description
AoA	Article of Association
DIT	Directorate of Information Technology
DSC	Digital Signal Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GOI	Government of India
GST	Goods and Services Tax
IT	Information Technology
LLP	Limited Liability Partnership
LoA	Letter of Offer and Acceptance
LoI	Letter of Intent
MoA	Memorandum of Association
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
NEFT	National Electronic Fund Transfer
NIC	National Informatics Centre
PAN	Permanent Account Number
PDF	Portable Document Format
PSU	Public Sector Undertaking
RFP	Request for Proposal
SD	Security Deposit
SLA	Service Level Agreement
TCV	Total Contract Value
TEC	Tender Evaluation Committee
ULB	Urban Local Body
UT	Union Territory

Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

Tender Notice

RFP Reference No: 2407223-FTS-0147

Date: 25/07/2024

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **“Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board”**. MPCB intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **Rs. 23, 600/- (Rs. 20000 + 18% GST Applicable and non-refundable)** by payment gateway online. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

NOTE:

1. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in these tender documents under **"Tender Schedule"**. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. Every effort should be made to keep the website up to date and running smoothly 24 x 7 at the MPCB by the service provider. However, MPCB takes no responsibility, and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MPCB will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
5. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. Bidders must get done all the e-tendering activities well in advance.

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Tender Schedule:

Sr. No.	Particulars	Start Date	End Date
1.	RFP Publish	25/07/2024	-
2.	RFP Document Download	25/07/2024	07/08/2024
3.	Submission of Pre- Bid Queries	25/07/2024	31/07/2024
4.	Pre-Bid Meeting	01/08/2024	01/08/2024
5.	Bid Submission	01/08/2024	07/08/2024
6.	Pre-Qualification Bid Opening	09/08/2024	09/08/2024
7.	Technical Qualification Opening	Will be informed later	-
8.	Commercial Bid Opening	Will be informed later	-

Note:

- 1) Earnest Money Deposit: - **Rs. 5,00,000** /- (Rupees Five lakhs Only) through Online Payment via net banking mode.
- 2) All eligible/ interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers any doubts/ information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd., Nextender (India) Pvt. Ltd on 020-3018 7500.
- 3) Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of RTGS/NEFT should pay the same two working days in advance before the last day of bid preparation. Cost of tender form of **Rs. 23, 600/-** (including GST) should be credited in to MPCB fund account by online payment gateway, before opening of the technical Bid otherwise Bidders cannot participate in e-tendering.
- 4) Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- 5) The Electronic tendering system for MPCB will be available on separate Sub Portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the Portal <https://mahatenders.gov.in>

1. Invitation for Bids

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “**RFP for Appointment of an Agency for Strategic Marketing Initiatives and Handling Media Communication for Maharashtra Pollution Control Board (MPCB)**” as detailed in Section 2.24 of this RFP document.

- (i) The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
- (ii) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- (iii) Bidders are also advised to refer “Bidders Manual Kit” available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.
- (iv) Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The summary of details with regard to this invitation of bids are listed in the table below:

Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

Sr. No.	Items	Description
1.	RFP Reference No.	2407223-FTS-0147
2.	Name of the Project	RFP for Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)
3.	RFP Document Download Start / End Date & Time	Start Date: 25/07/2024 at 11:00 am (IST) End Date: 07/08/2024 5:00 pm (IST) Please visit the below mentioned e-Tendering website: https://mahatenders.gov.in
4.	Last date to send in requests for clarifications	All the queries should be received on or before 31/07/2024 up to 5:00 pm (IST) , through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”. The queries should be submitted as per the format prescribed in Annexure A The Pre-Bid queries to be sent to the email Id – pro@mpcb.gov.in
5.	Date, Time and place of pre- bid meeting	01/08/2024 at 11.00 am (IST), Address: Maharashtra Pollution Control Board, Kalpataru Point, 4 th floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 and Through MS Teams link will be uploaded on MPCB website before one day of meeting.
6.	Last date (deadline) for submission of bids	07/08/2024 up to 5:00 pm (IST)
7.	Date and Time of opening of prequalification proposals	09/08/2024 at 11:00 am (IST)
8.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 23, 600/- (including GST)
9.	Date Time and Place of opening of Technical Proposals	Will be intimated later.
10.	Date Time and Place of opening of Financial Proposals	Will be intimated later.

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11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	Rs. 5,00,000 /- (Rupees Ten lakhs Only)
12.	Security Deposit	5% total contract value (TCV)
13.	Last date for signing contract	As intimated in work order of MPCB
14.	Bid Validity Period	180 days from the date of submission of Bid
15.	Contract Period	3 Years from the date of signing of Contract Agreement
16.	Contact Person Officer: Shri. Sanjay Bhuskute Tel No: 022-24010437, Extn : 311 Website: https://mpcb.gov.in email: pro@mpcb.gov.in	

Note: Prospective Bidders may visit MPCB's IT Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.

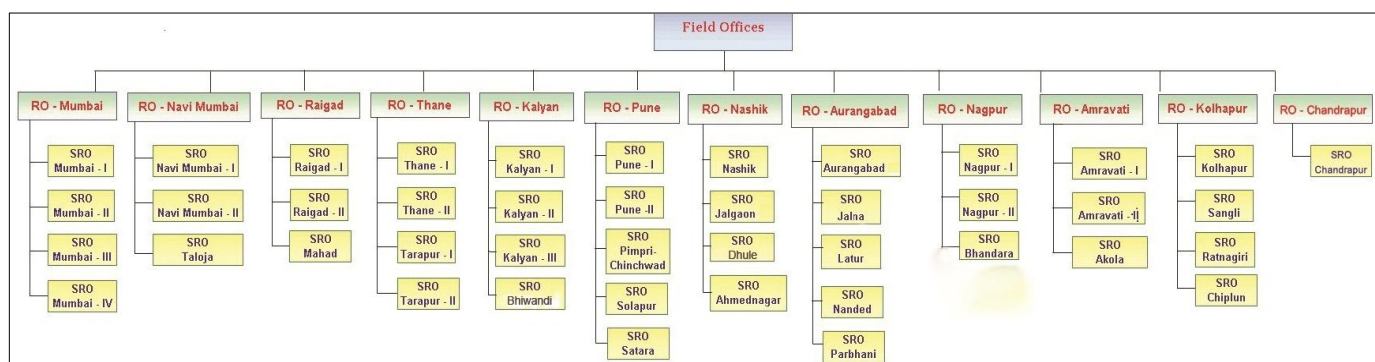
2. Instructions to Bidders

2.1 Introduction of MPCB

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department, Government of Maharashtra.

Some of the important functions of MPCB are:

- To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof.
- To collect and disseminate information relating to pollution and the prevention, control, or abatement thereof.
- To inspect sewage or trade effluent treatment and disposal facilities, and air pollution control systems and to review plans, specification or any other data relating to the treatment plants, disposal systems and air pollution control systems in connection with the consent granted.
- Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
- To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques.
- Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution.



2.2 Consortium/JV and Sub-contracting

Consortium, Joint Venture and Sub-contracting is not Allowed within the scope of this RFP.

2.3 Completeness of Response

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.4 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MPCB shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MPCB and MPCB shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of MPCB and no copyright /patent etc. shall be entertained by MPCB.

2.5 Bidder Inquiries

Bidder shall email their queries, at above mentioned email address, in the format as prescribed in the **Annexure A**. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. This response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

2.6 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned websites / portal on regular basis to check for necessary updates. The MPCB also reserves the right to amend the dates mentioned in this RFP.

2.7 MPCB's right to terminate the process

MPCB may terminate the RFP process at any time without assigning any reason. MPCB reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

2.8 Supplementary Information to the RFP

If MPCB deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.9 Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD of **Rs. 5,00,000/- (Rupees Five Lakhs only)** through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful Bidder(s) EMD will be returned within 90 days from the date of finalization of the tender. EMD of Successful bidder will be returned only after submission of Security Deposit.
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the Successful bidder(s)) without any accrued interest on it

4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful bidder(s) if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MPCB shall reject the bid and, if necessary, initiate action.
6. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

2.10 Authentication of Bid

Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

2.11 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MPCB's discretion.

2.12 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MPCB is required to pay compensation to a third party resulting from such Infringement, the bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc. MPCB shall give notice to the Successful bidder of any such claim and recover it from the bidder.

2.13 Data/ Documents/Software Prepared by Successful Bidder to be Property of MPCB

All plans, specifications, reports, other documents, patent, and data generated shall be absolute property of MPCB. The Successful bidder shall not use, share this information, any other data derived from MPCB's applications, customized software etc. anywhere, without taking permission, in writing, from the MPCB and the MPCB reserves right to grant or deny any such request.

2.14 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.15 Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in four envelope system. Submission of bids

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shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
Envelope A: Tender Fee & EMD	Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.
Envelope B: Pre-qualification Proposal	<p>The Pre-qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in in <u>Section 5</u> of this RFP.</p> <p>Each page of the Pre-qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder.</p> <p>Pre-qualification Proposal should be submitted through online bid submission process only.</p> <p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Pre-Qualification Proposal Pre-Qualification documents Bidder and Bidding Firm Details Scanned and signed stamped copy of RFP and its corrigendum
Envelope C: Technical Proposal	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <u>Section 6</u> of this RFP.</p> <p>Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder.</p> <p>Technical Proposal should be submitted through online bid submission process only.</p> <p>Technical Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Technical-Qualification Proposal Technical Qualification documents Project citation
Envelope D: Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <u>Section 7</u> of the RFP.</p> <p>Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.</p>

2. The following points shall be kept in mind for submission of bids:

- MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- MPCB may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- Financial Proposal shall not contain any technical information.

- e. If any Bidder does not qualify the prequalification criteria stated in Section 2.24 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
- g. Proposals sent by courier / post/ fax shall be rejected.

2.16 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e- Tendering system. The validity of the proposals submitted before deadline shall be till 180 days from the date of submission of the proposal.

2.17 Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

2.18 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

- 1. If it does not comply with the requirements of this RFP.
- 2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MPCB.

2.19 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum, and addendums (if any) hereto and has fully informed itself as to all existing conditions and limitations.

2.20 Bid Opening

- 1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
- 2. MPCB reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- 3. Bid opening shall be conducted in two stages.
- 4. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- 5. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
- 6. Bid opening shall be conducted in four stages.
- 7. In the first stage, tender fee and EMD shall be opened

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8. In the second stage pre-qualification proposal along with document checklist shall be opened and evaluated as per the criteria mentioned in the RFP.
9. In the third stage, Technical Qualification proposals of those Bidders who qualify Pre-Qualification criteria shall be opened and evaluated.
10. In the fourth stage, Financial Proposal of those Bidders, whose all pre-proposals (Prequalification and technical qualification) qualify, shall be opened
11. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
12. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
13. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

2.21 Evaluation Process

1. MPCB has formed a Project Implementation Committee (PIC) for monitoring various e- Governance initiatives. This PIC shall act as a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. TEC shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in [Section 2.25](#) of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the technical proposal.
3. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. TEC shall assign a technical score to the Bidders based on the technical evaluation criteria detailed in the RFP. The Bidders with a technical score above the threshold as specified in [Section 2.30](#) of the RFP shall technically qualify for the commercial evaluation stage.
5. The financial proposals of the technically qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
6. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
7. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

2.22 Bids Clarification

1. During evaluation and comparison of bids, MPCB may, at its discretion, ask the bidders for clarifications on the bid. The request for clarification shall be given in writing by registered/speed post/e-mail, asking the bidders to respond by a specified date (as mentioned below), and also mentioning therein that, if the bidder does not comply or respond by the date, his(bidder) tender will be liable to be rejected.
2. Any clarification if sought (shortfall information/documents), shall be only in case of documents which pre-

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existed at the time of bid submission, and which have not undergone change since then. These should be called only on basis of the recommendations of the bid evaluation committee. The clarification documents to be submitted within 3 working days by the bidder as directed by authority.

3. Any discrepancy noticed by bidder in respective of other bidder must be communicated within 3 days from the date of opening of Technical Bid. If not notified by bidder about discrepancies related to other bidder within 3 days from the date of opening of Technical Bid then any communication/notification by the bidder will not be considered.

2.23 Prequalification criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 as amended time to time.	a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA. b) Copy of Certificate of Incorporation / Registration/ Partnership deed of Bidder/ LLP deed c) Copy of PAN Card d) Copy of GST Registration e) Copy of Power of Attorney as per Annexure E
PQ2	Turnover	The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 0.75 Cr. (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover is mandatory as per the format Annexure F
PQ3	Net worth	Bidder shall have Positive Net Worth in the last Financial Years. (FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for Net worth as per the format Annexure F
PQ4	Project Experience 1	The Bidder must have experience in "similar works"* during last five (05) years as on last date of submission of bid as per following details: - One (01) project with "Similar works" * costing at least INR 2.00 Cr. OR	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		<p>Two (02) projects with “Similar works”* each costing at least INR 1.25 Cr.</p> <p>OR</p> <p>Three (03) projects with “Similar works”* each costing at least INR 1.00 Cr.</p> <p>“Similar works”*: The bidders should have project experience in handling in Strategic marketing, public relations, Online Content Creation and event management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.</p>	<p>of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>c) Project Citation as per format specified in Clause 6.3</p>
PQ5	Project Experience 2	The bidder must have project experience in last five years in handling assignments related to Strategic Planning/ Capacity Building/ Innovative Initiatives/ Branding/ Social Media management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>c) Project Citation as per format specified in Clause 6.3</p>
PQ6	Project Experience 3	The bidder must have project experience in last five years in handling state/national level Campaign development and management for any Central/State Govt. or its departments/ Sate Govt. Undertaking/ PSU.	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. Project Citation as per format specified in Clause 6.3</p>

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ7	Manpower Strength	The bidder should have minimum 20 full time resources having experience for Strategic Planning, Capacity Building, Innovative Initiatives and Branding on its payroll as on date of submission of the bid.	A self-certified letter signed by the Authorized Signatory of the Bidder. Annexure I
PQ8	Certifications	The bidder shall have active ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	Copy of relevant document to be attached
PQ9	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder OR In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the RFP in Annexure J
PQ10	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) / Urban Local Body (ULB)/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices, or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure G

2.24 Evaluation of Prequalification Proposals

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.
2. Bidder shall be evaluated as per prequalification criteria mentioned at [Section 2.24](#). The bidders who fulfil all the prequalification criteria shall qualify for further technical evaluation.

2.25 Evaluation of Technical Proposals

The evaluation of the Technical Proposals will be carried out in the following manner:

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1. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical evaluation.
2. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
3. MPCB reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

2.26 Technical Evaluation Methodology

1. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 2.28).
2. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
3. MPCB reserve the right to accept or reject any or all bids without giving any reasons thereof.
4. MPCB shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.27 Technical Evaluation Criteria

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
TQ 1	Annual Turnover of Bidder during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	15	>= INR 0.75 and < Rs. 1.50 Cr.	10	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.
			>= INR. 1.50 Cr. and < INR. 3.00 Cr.	12	
			>= INR 3.00 Cr.	15	
TQ 2	The Bidder must have experience in “similar works”* during last five (05) years as on last date of submission of bid as per following details: - One (01) project with “Similar works”* costing at least INR. 2.00 Cr. OR Two (02) projects with “Similar works”* each costing at least INR. 1.25 Cr. OR Three (03) projects with “Similar	15	Total Project Value of maximum any three projects submitted meeting the Criteria:		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant
			Total Project Value >= INR 2.00 Cr. and < INR 3.00 Cr.	05	
			Total Project Value >= INR 3.00 Cr. and < INR 4.00 Cr.	10	
			Total Project Value >= INR 4.00 Cr.	15	

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Sr. No.	Parameters	Max. Marks	Marks	Supporting Documents
	works”* each costing at least INR. 1.00 Cr. “Similar works”*: The bidders should have project experience in handling in Strategic marketing, public relations, Online Content Creation and event management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.			scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. d) Project Citation as per format specified in <u>Clause 7.2</u>
TQ 3	The bidder must have project experience in last five years in handling Digital Marketing/Social Media management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.	10	Successfully executed number of projects: 1) For 1 to 2 Projects: 05 marks 2) For 2 to 3 projects: 07 marks 3) For 3 or more projects: 10 marks	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. d) Project Citation as per format specified in <u>Clause 7.2</u>

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
TQ 4	The bidder must have project experience in last five years in handling state/national level Campaign development and management for any Central/State Govt. or its departments/ Sate Govt. Undertaking/ PSU.	10	Successfully executed number of projects: 1) For 1 to 2 Projects: 05 marks 2) For 2 to 3 projects: 07 marks 3) For 3 or more projects: 10 marks		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. Project Citation as per format specified in Clause 7.2
TQ 4	Manpower Strength: The bidder should have minimum 20 full time resources having experience for Strategic Planning, Capacity Building, Innovative Initiatives and Branding on its payroll as on date of submission of the bid.	5	>= 20 and < 30	2	A self-certified letter signed by the Authorized Signatory of the Bidder. (Note: non-availability or less availability of manpower expertise on payroll will score Zero (0) marks.
			>= 30 and < 40	3	
			> 40	5	
	Manpower expertise: Marking shall be relative (for comparing resources of different bidders) basis the education and professional qualifications of the proposed resources	10	On payroll Project Manager	04	CV of the key personnel as per Annexure K. Each CV should include: <ul style="list-style-type: none"> • Personal Information: Name, contact details, and professional photo. • Educational Background: Degrees obtained, institutions attended, and graduation dates. • Professional Experience: Detailed work history including job titles, responsibilities, and
			On payroll Social Media Analytics Expert	02	
			On payroll Content Writer	02	
			On payroll Creative Expert	02	

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Sr. No.	Parameters	Max. Marks	Marks	Supporting Documents
				<p>achievements.</p> <ul style="list-style-type: none"> Skills and Competencies: Relevant skills and areas of expertise. If Any certifications or recognitions received.
TQ 8	<p>Approach & Methodology:</p> <ul style="list-style-type: none"> Understanding of Objectives, Comments of scope and understanding of the assignment and presentation on project. Describe your Approach/methodology and work plan to provide the required services and the compliance of your methodology, work plan, staffing schedule and activity schedule. The agency shall present an Outreach Plan and communication strategy 	10	Approach and Implementation Methodology, Work plan, Management Plan, Manpower planning and scheduling and document	<p>Self-declaration from the bidder and necessary proof to showcase the same. (Approach and Methodology document to be submitted in Technical Qualification envelope)</p>
TQ 9	<p>Technical Presentation</p> <p>Pre-qualified bidders will be provided topic for 360-degree campaign for the purpose of this proof of concept. Bidders will be required to present the entire campaign as part of this demonstration, covering at least the following:</p> <ul style="list-style-type: none"> Overall campaign strategy Social Media strategy Thought Leadership Conceptualization of Innovative Ideas Branding strategy 	25	Technical Presentation Demonstration	<p>Bidder will be called to give a presentation & Demonstration, to Tender Evaluation Committee for which the Bidders will be notified via email or any other means of communication</p>
	Total	100		

Note:

- Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points
- The Bidders would be technically evaluated out of 100 marks. All the bidders who will secure overall minimum of 70% (70 Marks out of 100 across all components) in Technical Evaluation will be considered

as technically qualified. The Technical Evaluation Committee of MPCB will be assign technical marks individually. The final technical marks for a bidder will be calculated as the average of the marks assigned.

3. Bidders who have scored minimum 70 marks in Technical Evaluation will be considered for Financial Bid Evaluation.
4. Bidder who meets the pre-qualification criteria shall be called for technical presentation (maximum duration of one hour) with respect to above technical evaluation criteria, approach, methodology for project implementation. Date, Time, and Venue for the Technical Presentation will be informed later to qualified bidders. MPCB reserves right to visit bidder's customer where such a similar project execution has taken place.
5. MPCB reserves the right to reject any bidder if the demonstration of the solution is found inappropriate.

2.28 Commercial Evaluation

1. The financial proposal of only the qualified Bidders based on Technical Qualification criteria shall be opened for the evaluation.
2. Evaluation criteria proposed to be adopted will be Quality Cum Cost Based System (QCBS) where Technical Bid Score carries 70% of the weightage while Commercial bid Score Marks carries 30% of the weightage.
3. The overall score will be calculated as follows: -

Technical Score of the Bidder (TS) = Technical Marks scored by bidder X 70%

4. The Bid having the Lowest Commercial Quote shall be awarded 100 Marks. Commercial score of all the bidders will be calculated on basis of following formula:

Commercial Score of the Bidder (CS) = Commercial Quote of the Lowest Bidder x 100 x 30% / Commercial quote of the Bidder.

5. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.29 Final Composite Bid Score

1. The Technical Score (TS) and Commercial Score (CS) secured by each bidder will be considered for computing the Final Composite Bid Score. (CBS)
2. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.

3. The overall score will be calculated as follows: -

CBS = TS + CS

Where

CBS = Final Composite Bid Score

TS = Total Technical score of the bidder (out of maximum of 100 marks)

CS = Commercial Score of the bidder

4. Composite Bid Score of the Bidders for this bid shall be worked out as under:

Bidder	Technical Score	Commercial Score	Composite Score
	TS	CS	CBS= TS + CS
A			
B			
C			
D			

5. The preferred bidder shall be the agency securing the highest Final Composite Score.
6. In the event of two or more Bidders securing exactly the same composite score, then MPCB reserves the right to:
- Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as preferred bidder, Or
 - Adopt any other method as decided by MPCB.
7. MPCB reserves the right to confirm the preferred bidder as selected bidder subject to price negotiations and approval of competent authority.

2.30 Award of Contract

2.30.1 MPCB's Right to Accept any Bid and to Reject any or All Bids

MPCB reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MPCB's action.

2.30.2 Letter of Intent

Prior to the expiration of the period of bid validity, MPCB will notify the Successful bidder in writing or by email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. Upon the Successful bidder's furnishing of Security Deposit, MPCB will promptly notify each unsuccessful bidder(s).

2.30.3 Signing of Contract

MPCB shall notify the Successful bidder that its bid has been accepted. The Successful bidder shall enter into contract agreement with MPCB within the time frame mentioned in the Letter of acceptance to be issued to the Successful bidder by MPCB.

2.30.4 Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

2.31 Non-Disclosure Agreement (NDA)

The Successful bidder has to sign the Non- Disclosure Agreement (**Annexure C**) with MPCB.

2.32 Security Deposit

1. The successful bidder needs to deposit/submit a security deposit equal to 10% of bid value as Bank Guarantee only. The security deposit shall be valid for a period of 3 years plus 6 months. It should be submitted within 15 days from the receipt of the letter towards award of the contract for due and proper fulfilment of bid document conditions.
2. The security deposit should be submitted within the period specified above; failing which MPCB may cancel the offer made to the bidder.
3. The security deposit will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
4. MPCB shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document. In such case the bidder will have to recoup the security deposit amount so recovered within 10 days.
5. The security deposit shall be retained by MPCB for the period of 3 years plus 6 months from the date of submission of deposit. No interest will be payable by the MPCB on the amount of the Bid Security. Security Deposit shall be released after 3 years plus 6 months from the date of submission of security deposit or completion of all work whichever is later.

2.33 Bid Prices

The vendor has to quote for “Appointment of an Agency for Strategic Marketing Initiatives and Handling Media Communication for Maharashtra Pollution Control Board (MPCB)”, in the format given for financial bid. Validity of Bid shall be of 180 days.

2.34 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.35 Signature

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder’s name and seal on all pages of the Bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

2.36 Correction of errors

The vendor is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

2.37 Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

2.38 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

- Bid not submitted in accordance with the bid document.
- The bidder qualifies the bid with his own conditions.
- During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all requisite supporting documents.
- Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- The Successful bidder fails to enter into a contract within 10 working days of the date of notice of award of contract or within such extended period, as fixed by MPCB.
- Awardee of the contract has given the letter of acceptance of the contract with his conditions.
- Non - fulfilling of any condition / term by bidder.

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3. Scope of Work

The Maharashtra Pollution Control Board (MPCB) is issuing this Request for Proposal (RFP) to invite qualified agencies to submit proposals for providing strategic planning, capacity building, innovative initiatives and branding services. MPCB aims to enhance its public outreach, awareness programs, and communication strategies to better engage with stakeholders and the public. MPCB undertakes various initiatives, including monitoring environmental parameters, enforcing compliance, and promoting awareness among the public and industries.

However, to maximize the impact of its initiatives, MPCB recognizes the need for strategic planning and effective communication. By engaging a professional agency, MPCB aims to enhance its internal capacities, develop and implement strategic initiatives and effectively communicate its messages to foster greater understanding and cooperation from the public and stakeholders.

The primary objectives of this RFP are to:

- Engage an agency that can develop and implement strategic planning and capacity building initiatives.
- Conceptualize and drive innovative initiatives to enhance MPCB's operations and outreach.
- Build the strategy for MPCB 1000-day approach
- Manage public communication activities effectively on social media platforms.
- Enhance MPCB's visibility and foster greater public engagement.
- Create awareness about environmental issues, regulations, and MPCB initiatives.

The selected agency will be expected to provide comprehensive services that align with MPCB's objectives and contribute to a more informed and engaged public.

3.1 Detailed Scope of Work

	Components	Activities
1.	Digital Excellence	<ul style="list-style-type: none">• Optimize and accelerate MPCB's online presence.• Build a Digital First strategy for MPCB that extends beyond just clicks to a holistic 360-degree approach.• Social Media Management: Develop and implement a comprehensive social media strategy to increase engagement and reach on platforms such as Facebook, Twitter, Instagram, and LinkedIn. This involves creating and scheduling regular posts, including informative content like news updates, educational tips, success stories, and event promotions. Monitor engagement metrics and respond promptly to comments and messages to foster a community and build relationships.• Digital Advertising: Plan digital advertising campaigns across various platforms, including Google Ads, social media ads, and other online channels. Set up targeting parameters to reach the right audience. Use data analytics to track performance and adjust strategies as needed.• Email Marketing: Design and execute targeted email marketing campaigns to keep stakeholders informed about MPCB's initiatives, events, and updates. Develop segmented email lists to tailor content to different audience groups, ensuring higher engagement rates. Track campaign performance using analytics tools and optimize based on feedback and performance metrics.
2.	Information, Education and	<ul style="list-style-type: none">• Conceptualize and develop Information, Education and Communication (IEC) materials in any formats as per requirement.

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	Components	Activities
	Communication (IEC):	
3.	Traditional Channels	<ul style="list-style-type: none"> • Assist MPCB in reaching diverse audiences. • Assist MPCB to leverage print, radio, and television to highlight MPCB's initiatives, achievements, and environmental impact. • Print Advertising: Assist MPCB in designing advertisements for newspapers, magazines, and other print media to reach a broad audience. Develop creative concepts and visually appealing ads that effectively communicate MPCB's messages and initiatives. • Radio and TV Commercials: Assist MPCB to promote MPCB's initiatives and events. • Editorials and Articles: Assist MPCB in writing and publish articles and opinion pieces in various print and online publications to educate the public about environmental issues and MPCB's role in addressing them. Assist MPCB in collaborating with industry experts and influencers to amplify the reach and impact of these articles.
4.	Event/Industry Collaborations	<ul style="list-style-type: none"> • Foster community engagement and reinforce MPCB's brand identity. • Assist MPCB in conceptualizing and organizing business and awareness events, workshops, and seminars to engage with the public and stakeholders. • Workshops and Seminars: Assist MPCB in planning and executing environmental awareness workshops and seminars on pollution control measures. Develop agendas of the events. • Business Events: Assist MPCB setting the agenda for business events. • Community Outreach: Conceptualize community outreach programs for MPCB. Assessment and evaluation of the impact of such program • Event Promotion: Assist MPCB in promoting events through various social media channels to ensure high attendance and media coverage. Assist MPCB in creating promotional materials, send invitations, leverage social media for coverage. Develop post event reports and share highlights and key takeaways with attendees and stakeholders.
5.	Strategic Planning	Strategic Development: Develop a comprehensive communication strategy. This strategy should outline the objectives, key messages, target audiences, channels, and tactics to be used.
6.	Capacity Building	<ul style="list-style-type: none"> • Develop a robust capacity building program that identifies essential skills, provides training opportunities and establishes frameworks to enhance the effectiveness and efficiency of MPCB's staff and operations.
7.	Content Creation	<ul style="list-style-type: none"> • Creative Content: Assist MPCB in development of high-quality creative content that effectively communicates MPCB's messages. This includes advertisements, infographics, videos, and other promotional materials. • Press Releases and Articles: Assist MPCB in writing and distributing press releases, articles, and other communication materials to highlight MPCB's initiatives and achievements. Ensure these materials are engaging, informative, and aligned with the overall marketing strategy. • Educational Materials: Assist MPCB in creating educational content to raise awareness about environmental issues and promote sustainable practices. This includes brochures, pamphlets, and online resources. • Written contents shall be in English/ Hindi/ Marathi
8.	Conceptualize and design	<ul style="list-style-type: none"> • Assist MPCB in conceptualizing and design including writing of copy of the press advertisements, press Releases, Articles for magazines & newspapers, Newsletters,

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	Components	Activities
		Reports, Testimonials, on various activities/events of MPCB.
9.	Tracking, Analysis and Reporting	<ul style="list-style-type: none"> Track and measure the success of various initiatives to ensure continuous improvement. Implement robust metrics and analytics tools to measure public awareness, stakeholder engagement, and sentiment toward MPCB. Performance Monitoring: Use analytics tools to monitor key metrics such as website traffic, social media engagement, email open rates, and the effectiveness of advertising campaigns. Set up dashboards to track performance in realtime and identify trends. Surveys and Feedback: Assist MPCB in conducting surveys to gauge public awareness, sentiment, and satisfaction with MPCB's initiatives. Use the feedback to identify areas for improvement and inform future strategies. Develop questionnaires and distribute them through various channels to reach a diverse audience. Reporting: Provide regular reports to MPCB on the performance of marketing activities. These reports should include key metrics, insights, and actionable recommendations for improvement. Ensure that the reports are comprehensive, accurate, and delivered on time. Present the findings in a clear and visually appealing format.

Note:

The materials for all the above formats are required to be made in Hindi, English, Marathi and other regional languages as per requirement.

3.2 Engagement Approach

3.2.1 Fixed Monthly Activities

- **Advise & Strategy:** Provide strategic advice and develop communication approaches to ensure alignment with MPCB's objectives. This includes regular consultations to review progress, discuss challenges, and refine strategies. Conduct monthly meetings with MPCB officials to provide updates and gather feedback.
- **Creative Communication Approach:** Design and implement creative strategies for effective communication. This involves developing creative briefs, brainstorming ideas, and producing high quality content. Collaborate with designers, writers, and multimedia specialists to create impactful materials.
- **Project Positioning:** Position MPCB projects effectively in the public domain. This includes creating compelling narratives, highlighting project benefits, and showcasing success stories. Develop case studies and project profiles to demonstrate the impact and value of MPCB's initiatives.
- **Chairman Office Positioning:** Enhance the public profile of MPCB's chairman through targeted communication efforts. This includes managing public appearances, and thought leadership opportunities. Develop speaking engagements, interview opportunities, and authored articles.

3.2.2 Fixed Quarterly Activities

- **Consulting / Advisory Board:** Assist in setting-up an advisory panel comprising prominent thinkers and academics as well as environmental practitioners in the fields.
- **Campaign Conceptualization:** Conceptualization of campaigns, ensuring alignment with the overall branding strategy and objectives. Develop detailed campaign plans, set timelines, and coordinate with various teams to execute the campaigns.
- **Mapping 1000 Days Calendar:** Plan and map out long-term strategies, including identifying key milestones and scheduling activities over a 1000day period. Create a detailed calendar that outlines key events,

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campaigns, and activities.

- **Monitoring and Reporting:** Assist MPCB in regularly monitoring and reporting on the progress of branding activities, providing detailed analysis and recommendations for improvement. Develop quarterly reports that highlight key achievements, challenges, and next steps.

3.2.3 Variable Activities (As per Plan)

- **Campaigns & Media Roll Out:** Assist MPCB in executing media and campaign strategies as needed. This includes planning targeted campaigns to address specific issues or opportunities. Assist MPCB in developing campaign briefs, set objectives, and measure impact.
- **Creative Execution:** Assist MPCB in developing and produce creative content tailored to different platforms and audiences. This involves designing graphics, producing videos, writing copy, and more. Ensure that the content is high quality, engaging, and aligned with the overall brand strategy.
- **Ground Activation:** Assist MPCB in engaging in on ground activities and events to raise awareness and engage the public. This includes conceptualizing community events, workshops, and other interactive sessions. Develop activation plans.
- **Content Creation:** Assist MPCB in continuously creating relevant content for various social media platforms. This includes developing articles, blog posts, social media updates, newsletters, and more. Ensure that the content is informative, engaging, and aligns with MPCB's objectives.

3.2.4 Fixed Deliverables

- **Advise Strategy Development:** Build a strategy for MPCB's 1000-day approach, focusing on long term goals and sustainable impact. Develop a detailed strategic plan that outlines key objectives, activities, and timelines.
- **Project Planning:** Collaborate with the chairman's office to develop and roll out 10-15 project ideas that align with MPCB's mission and objectives. Create detailed project plans, set milestones, and track progress.
- **Advisory Board Setup:** Assist in setting up an advisory panel comprising prominent thinkers, academics, and practitioners in the environmental field. Facilitate regular meetings to gather insights and refine strategies. Develop meeting agendas and documents for discussions.
- **Calendarization Campaign Planning:** Pace the 1000-day rollout for MPCB campaigns, ensuring that activities are well timed and strategically aligned. Develop a comprehensive calendar that outlines key events, activities, and milestones.
- **Milestone Identification:** Identify key milestones and measurement metrics for each.

3.3 Resource Deployment

All the resources deployed shall be for exclusive MPCB's project.

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	Resources	Activities
1.	Project Manger	<p>Responsibilities:</p> <ul style="list-style-type: none"> • Serve as the primary point of contact between MPCB and the agency. • Oversee all branding activities and ensure alignment with MPCB's objectives. • Coordinate the work of different team members and ensure timely delivery of all tasks. • Monitor project progress and manage client communications. <p>Qualifications and Expertise:</p> <ul style="list-style-type: none"> • Bachelor's degree in business administration, Marketing, Communications, or a related field. An MBA is preferred. • At least 10 years of experience in account management within a marketing or advertising agency. • Strong project management skills and the ability to handle multiple tasks simultaneously. • Excellent communication and interpersonal skills.
2.	Social Media Analytics Expert	<p>Responsibilities:</p> <ul style="list-style-type: none"> • Manage all digital marketing activities, including social media, email marketing, and SEO. • Develop and execute campaigns across various platforms. • Monitor and analyze performance and optimize strategies accordingly. • Create and Manage content of all social media. • Gather and analyze social media tools like google analytics etc. • Analyze demographics of targeted campaigns • Monitor and analyze trends, performance metrics and optimize strategies accordingly. • Develop and refine the communication strategy based on research and insights. • Conduct market analysis to identify key trends, target audiences, and competitive positioning. • Work closely with the creative team to ensure strategic alignment in all marketing activities. <p>Qualifications and Expertise:</p> <ul style="list-style-type: none"> • A Bachelor's degree in Digital Marketing, Communications, Data Analytics, or a related field. • At least 5 years of experience in social media marketing, with a proven track record of successful campaigns. • Strong knowledge of SEO, SEM, social media marketing, and digital advertising platforms. • Proficiency in digital marketing tools and analytics. • Experience in using social media analytics generating tools like Sysomos, Google Keywords Planner, etc.
3.	Creative Expert	<p>Responsibilities:</p> <ul style="list-style-type: none"> • Oversee the creation of all visual and written content. • Ensure consistency with the MPCB brand across all marketing materials. • Lead the creative team, including graphic designers and content writers,

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Resources		Activities
		<p>to produce high quality work.</p> <p>Qualifications and Expertise:</p> <ul style="list-style-type: none"> • Bachelor's degree in graphic design, Fine Arts, Marketing, or a related field. • At least 5 years of experience in a creative leadership role within a marketing or advertising agency. • Strong portfolio showcasing creative work across various media. • Excellent leadership and team management skills.
4.	Content Writer	<p>Responsibilities:</p> <ul style="list-style-type: none"> • Create written content such as articles, press releases, social media posts, and newsletters. • Ensure all content aligns with MPCB's messaging and branding guidelines. • Collaborate with the creative team to develop engaging and informative content. <p>Qualifications and Expertise:</p> <ul style="list-style-type: none"> • Bachelor's degree in journalism/Mass Communications, or a related field. • At least 3 years of experience in content writing for branding purposes. • Strong writing, editing, and proofreading skills. (in English, Marathi and Hindi) • Ability to write for various audiences and platforms.

3.4 Project Timeline

T defined as date of signing of contract

	Milestone	Timeline (T)
1.	<ul style="list-style-type: none"> • Submission of Inception Report, • Preparation & Submission of detailed Work Plan, Activity Schedules and Deliverable Schedules (as per clause 3.2) • Submission of final Report and to be approved by MPCB 	T+ 3 weeks
2	Submission of each deliverable as per Final Report approved by MPCB	Agreed days from the deciding date by the authority
3.	Deployment of Resources	T + 3 years
4	Tracking and Reporting	Continuous Work

3.5 Payment Schedule

1. Corporation will be liable to pay the payment on monthly basis for the resources deployed and work completed by the successful bidder against the Scope of work mentioned in the RFP.
2. Payments terms (credit period) 30 days from the date of submission of invoices.
3. No advance payment shall be made.
4. Invoice: Invoices shall be raised on monthly basis
5. The Selected Bidder's request for payment shall be made to MPCB in writing, accompanied by an invoice and monthly attendance of the team and monthly detailed project status reports. Invoicing shall be as per the rates

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submitted in the BoQ by the bidder. Any line items not mentioned in the BoQ shall not be billed by the successful bidder. No other additional payments shall be made.

6. Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank / RTGS in the name of Selected Bidder.

3.6 Service Level Agreement

SLA is the contract between MPCB and the Successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by MPCB in the Service Level Agreement with Successful bidder.

In the event if it is noticed / reported that Service Level mentioned below is breached, MPCB may impose penalty. Penalty shall be calculated by MPCB and informed to selected bidder as per operational performance provided by agency. Penalty deduction would be done by MPCB from the next due to be paid or on quarterly basis.

The amount of penalty for SLAs if any will be deducted from the bills payable to vendor or Security Deposit or both. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days.

The discretion to waive the penalty if informed and found justifiable, will be with Hon. Member Secretary, MPCB. In case of any disputes, same will be settled at level of Hon. Member Secretary, MPCB.

The Successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality, and availability of services.

	Parameters	SLA
1.	Submission of Inception Report, Work Plan and Delivery Schedules	Delay in Submission after the due date as per project timeline will be INR 2000/day. INR 5,000 per day till 10 days. Post 10 days Breach of contract termination shall be invoked
2.	Submission of each Deliverables as per approved timeline	Delay in Submission of deliverables after the due date as per project timeline will be INR 5000/day. INR 10,000 per day till 10 days. Post 10 days Breach of contract termination shall be invoked
3.	On-boarding of all resources and Commencement of services as per project timeline	Delay in Deployment of Resources as per project timeline will be INR 1000/day. INR 5,000 per day till 15 days. Post 15 days Breach of contract termination shall be invoked
4.	For non-availability of resource for more than 15 days	Penalty levied will be INR 10,000 per day Post 30 days Breach of contract termination shall be invoked
5.	Replacement of resource	Replacement of resources shall have equal or better qualifications and experience as per the clause 3.3. If Selected bidder fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement

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	Parameters	SLA
		or justification are unacceptable to the authority then it will be considered as breach of contract and termination will be invoked.

3.7 Exit Management

1. Agency shall hand over the entire project asset created during the Implementation for successful handover of the project. This process should be initiated 3 months before the ending of the project contract. In order to align both the parties on transition modalities, Agency will submit a detailed Exit Management Plan before 6 months of the ending date of the contract. Exit Management Plan will include following but limited to:
 - a. Detailed inventory of all the assets, documents, artwork, etc. created under the Project.
 - b. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - c. Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after contract ending.
 - d. Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.
2. MPCB will approve this plan after necessary consultation and start preparation for transition.

4. General Conditions of Contract

4.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

4.2 Confidential Information

1. MPCB and the Successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful bidder shall not use the documents, data, and other information received from MPCB for any purpose other than the services required for the performance of the Contract.

4.3 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

4.4 Force Majeure

1. The Successful bidder shall not be liable for termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful bidder. Such events may include, but not be limited to, acts of MPCB in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Successful bidder shall promptly notify MPCB in writing of such condition and the cause thereof. Unless otherwise directed by MPCB in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.5 Change Orders and Contract Amendments

1. MPCB may at any time order the Successful bidder to make changes within the general scope of the contract,
2. Prices to be charged by the Successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful bidder for similar services.

4.6 Settlement of Disputes

4.6.1 Performance of the contract

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. MPCB and the Successful bidder shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled first at the level of Member Secretary, MPCB.

4.6.2 Arbitration

1. For any dispute in the matter the same shall be settled at the level of Hon. Member Secretary, MPCB shall be final.

4.6.3 Extensions of Time

1. If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely delivery of the Services, the Successful bidder shall promptly notify MPCB in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful bidder notice, MPCB shall evaluate the situation and may at its discretion extend the Successful bidder time for performance in writing.
2. Delay by the Successful bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in MPCB, unless an extension of time is agreed mutually.

4.7 Termination

4.7.1 Termination by MPCB

1. MPCB may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 4.8.1. In such an occurrence, MPCB shall give a not less than 30 days' written notice of termination to the Successful bidder.
2. If the Successful bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MPCB may have subsequently

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approved in writing.

3. If the Successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If, in the judgment of MPCB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Successful bidder submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
7. If the Successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
8. If the Successful bidder fails to provide the quality services as envisaged under this Contract, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Successful bidder to improve the quality of the services.
9. If MPCB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
10. In the event MPCB terminates the Contract in whole or in part, pursuant to GCC Clause 4.8.1, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful bidder shall be liable to MPCB for any additional costs for such similar services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

4.7.2 Termination by Bidder

The Successful bidder may terminate this Contract, by not less than 30 days' written notice to MPCB, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (3) of this GCC Clause 4.8.2:

1. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
2. If MPCB is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Successful bidder may have subsequently approved in writing) following the receipt by MPCB of the Successful bidder notice specifying such breach.

4.7.3 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.8.1 or 4.8.2, the MPCB shall make the following payments to the Successful bidder:

1. If the Contract is terminated pursuant to GCC Clause 4.8.1 (10) or 4.8.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
2. If the agreement is terminated pursuant of GCC Clause 4.8.1 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful bidder shall not be entitled to receive any agreed payments upon termination of the contract.

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However, the MPCB may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Successful bidder will be required to pay any such liquidated damages to MPCB within 30 days of termination date.

4.7.4 Assignment

If Successful bidder fails to render services in stipulated timeframe and as per schedule, MPCB, at its discretion and without any prior notice to Successful bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

4.7.5 Other Conditions

1. The Successful bidder should comply with all applicable laws and rules of GoI/GoM.
2. Data Entry Operator / Surveyor / Supervisor, etc., deployed by the Successful bidder shall not have right to demand for any type of permanent employment with MPCB or its allied Offices.

4.7.6 Risk Purchase

In case the Successful bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, misconstruction or illicit withdrawal, the Hon. Member Secretary, MPCB reserves the right to procure the same or similar services from the alternate sources at risk, cost, and responsibility of the Successful bidder.

4.8 Delays in bidder's performance

1. If at any time during performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify MPCB in writing of the facts of the delay, its likely duration and its causes.
2. As soon as after receipt of bidder's notice, MPCB shall evaluate the situation and may at its discretion, extend the bidders time for performance with or without penalty in which case the extension shall be ratified by the bidders by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the bidder or for reasons not attributable to the bidder or for reasons attributable to MPCB, shall not attract any penalty.

4.9 Modification in requirements

MPCB has given broad outline of Project. The vendor has to ensure fulfillment of all requirements for implementation of project. However, due to change in Govt./Corporation policy or due to unavoidable circumstances, MPCB's requirement, the vendor has to modify the software etc. as per business needs during the contractual period, without any additional cost or any upward revision in rates.

4.10 Bidder's integrity

The bidder is responsible for oblige to conduct all contracted activities as defined in the scope of work in accordance with contract.

4.11 Bidder's obligation

1. The bidder is obliged to work closely with MPCB's staff, act within its own authority and abide by directives issued by MPCB.
2. The bidder shall abide by the job safety measures prevalent in India and will free MPCB from all demand or responsibilities arising from accidents or loss of life the calls of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold MPCB responsible or obligated.
3. The bidder is responsible for managing the activities of its personnel will hold itself responsible for any misdemeanor.
4. The bidder shall treat as confidential all data and information about MPCB, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party. MPCB will treat as confidential all data and information about bidder, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party.

4.12 Corrupt or Fraudulent Practices

The MPCB requires that the bidder under this bid document, observe the highest standards of ethics during the execution of this contract.

4.13 Interpretation of the clauses in the bid document / contract document

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the MPCB's interpretation of the clauses shall be final and binding on all parties.

4.14 Non-Exclusivity, License Fee, IPR

In case where pre-existing software or hardware are customized/modified for MPCB use by the bidder, the IPR for the same shall rest with the bidder only. However, bidder must agree to provide MPCB the rights to use this product and provide source code even beyond the Service Provider Agreement at mutually agreed terms.

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5. Guidelines for Pre-Qualification Bid

5.1 Checklist for the documents to be included in the Pre-Qualification Envelope

<<< Include Checklist as per the Prequalification Criteria clause no. 2.24 with RFP response Page reference of documents submitted>>>

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
1.			Bid Covering Letter		
2.			Scanned copy of EMD & Online payment of Tender Document Fee receipt		
3.			Scanned, Signed and Stamped Copy of RFP Document		
4.			Format to share Bidder's and Bidding Firms Particulars		

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Pg. No.
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 as amended time to time.	a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.		
			b) Copy of Certificate of Incorporation / Registration/ Partnership deed of Bidder/ LLP deed		
			c) Copy of PAN Card		
			d) Copy of GST Registration		
			e) Copy of Power of Attorney as per Annexure E		

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Pg. No.
PQ2	Turnover	The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 0.75 Cr. (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover is mandatory as per the format Annexure F		
PQ3	Net worth	Bidder shall have Positive Net Worth in the last Financial Years. (FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for Net worth as per the format Annexure F		
PQ4	Project Experience 1	<p>The Bidder must have experience in “similar works”* during last five (05) years as on last date of submission of bid as per following details: -</p> <p>One (01) project with “Similar works” * costing at least INR 2.00 Cr.</p> <p>OR</p> <p>Two (02) projects with “Similar works”* each costing at least INR 1.25 Cr.</p> <p>OR</p> <p>Three (03) projects with “Similar works”* each</p>	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching</p>		

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Pg. No.
		costing at least INR 1.00 Cr. “Similar works”*: The bidders should have project experience in handling in Strategic marketing, public relations, Online Content Creation and event management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.	the ‘Minimum Project Value’ of the partially completed project. c) Project Citation as per format specified in Clause 6.3		
PQ5	Project Experience 2	The bidder must have project experience in last five years in handling assignments related to Strategic Planning/ Capacity Building/ Innovative Initiatives/ Branding/ Social Media management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. c) Project Citation as per format specified in Clause 6.3		
PQ6	Project Experience 3	The bidder must have project experience in last five years in handling state/national level Campaign development and	a) Bidders shall submit copy of work order/ contract agreement mentioning the		

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Pg. No.
		management for any Central/State Govt. or its departments/ State Govt. Undertaking/ PSU.	relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. Project Citation as per format specified in Clause 6.3		
PQ7	Manpower Strength	The bidder should have minimum 20 full time resources having experience for Strategic Planning, Capacity Building, Innovative Initiatives and Branding on its payroll as on date of submission of the bid.	A self-certified letter signed by the Authorized Signatory of the Bidder. Annexure I		
PQ8	Certifications	The bidder shall have active ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	Copy of relevant document to be attached		
PQ9	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder OR		

Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Pg. No.
			In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the RFP in Annexure J		
PQ10	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) / Urban Local Body (ULB)/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices, or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure G		

Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

5.2 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Subject: Submission of proposal in response to the RFP for Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

RFP Reference No:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)”. We attach hereto our responses to pre-qualification requirements and technical and financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MPCB in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MPCB. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal) Name:

Designation:

Address:

Telephone:

email ID:

Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

5.3 Format to share Bidder's and Bidding Firms Particulars

Below table provides the format in which general information about the bidder must be furnished:

Sr. No.	Information	Details
1.	Name of Bidding firm	
2.	Address and contact details of the Bidding firm	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Service Tax Registration No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
10.	Telephone number of contact person	
11.	Mobile number of contact person	
12.	email address of contact person	

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Authorized Signatory Name:

(Seal)

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

6. Guidelines for Technical Proposal

6.1 Checklist for the documents to be included in the Technical Envelope

Include below checklist as per the Technical Evaluation Criteria clause no. 2.27 with RFP response Page reference of documents submitted.

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	Page No.
TQ 1	Annual Turnover of Bidder during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	15	>= INR 0.75 and < Rs. 1.50 Cr.	10	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.		
			>= INR. 1.50 Cr. and < INR. 3.00 Cr.	12			
			>= INR 3.00 Cr.	15			
TQ 2	The Bidder must have experience in “similar works”* during last five (05) years as on last date of submission of bid as per following details: - One (01) project with “Similar works”* costing at least INR. 2.00 Cr. OR Two (02) projects with “Similar works”* each costing at least INR. 1.25 Cr. OR Three (03) projects with “Similar works”* each costing at least INR. 1.00 Cr. “Similar works”*: The bidders should have project experience in handling in Strategic marketing,	15	Total Project Value of maximum any three projects submitted meeting the Criteria:		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. d) Project Citation as per format specified in <u>Clause 7.2</u>		
			Total Project Value >= INR 2.00 Cr. and < INR 3.00 Cr.	05			
			Total Project Value >= INR 3.00 Cr. and < INR 4.00 Cr.	10			
			Total Project Value >= INR 4.00 Cr.	15			

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	Page No.
	public relations, Online Content Creation and event management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.						
TQ 3	The bidder must have project experience in last five years in handling Digital Marketing/Social Media management for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs.	10	Successfully executed number of projects: 1) For 1 to 2 Projects: 05 marks 2) For 2 to 3 projects: 07 marks 3) For 3 or more projects: 10 marks		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. d) Project Citation as per format specified in <u>Clause 7.2</u>		

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	Page No.
TQ 4	The bidder must have project experience in last five years in handling state/national level Campaign development and management for any Central/State Govt. or its departments/ Sate Govt. Undertaking/ PSU.	10	Successfully executed number of projects: 1) For 1 to 2 Projects: 05 marks 2) For 2 to 3 projects: 07 marks 3) For 3 or more projects: 10 marks		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. Project Citation as per format specified in Clause 7.2		
TQ 4	Manpower Strength: The bidder should have minimum 20 full time resources having experience for Strategic Planning, Capacity Building, Innovative Initiatives and Branding on its payroll as on date of submission of the bid.	5	>= 20 and < 30	2	A self-certified letter signed by the Authorized Signatory of the Bidder. (Note: non-availability or less availability of manpower expertise on payroll will score Zero (0) marks. CV of the key personnel as per Annexure K. Each CV should include: • Personal Information: Name, contact details, and professional photo. • Educational Background: Degrees obtained, institutions attended, and		
			>= 30 and < 40	3			
			> 40	5			
	Manpower expertise: Marking shall be relative (for comparing resources of different bidders)	10	On payroll Project Manager	04			
			On payroll Social Media Analytics Expert	02			
			On payroll	02			

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	Page No.
	basis the education and professional qualifications of the proposed resources		Content Writer		graduation dates.		
			On payroll Creative Expert	02	<ul style="list-style-type: none"> Professional Experience: Detailed work history including job titles, responsibilities, and achievements. Skills and Competencies: Relevant skills and areas of expertise. If Any certifications or recognitions received. 		
TQ 8	Approach & Methodology: <ul style="list-style-type: none"> Understanding of Objectives, Comments of scope and understanding of the assignment and presentation on project. Describe your Approach/methodology and work plan to provide the required services and the compliance of your methodology, work plan, staffing schedule and activity schedule. The agency shall present an Outreach Plan and communication strategy 	10	Approach and Implementation Methodology, Work plan, Management Plan, Manpower planning and scheduling and document		Self-declaration from the bidder and necessary proof to showcase the same. (Approach and Methodology document to be submitted in Technical Qualification envelope)		

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	Page No.
TQ 9	Technical Presentation Pre-qualified bidders will be provided topic for 360-degree campaign for the purpose of this proof of concept. Bidders will be required to present the entire campaign as part of this demonstration, covering at least the following: <ul style="list-style-type: none"> • Overall campaign strategy • Social Media strategy • Thought Leadership • Conceptualization of Innovative Ideas • Branding strategy 	25	Technical Presentation	Demonstration	Bidder will be called to give a presentation & Demonstration, to Tender Evaluation Committee for which the Bidders will be notified via email or any other means of communication		
	Total	100					

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
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6.2 Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: DD/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opposite PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Sir,

Having examined the tender document the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to RFP for “Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)” for contractual period of Three years as required and outlined in the tender document.

If our bid is accepted, we will obtain the Security deposit of 10% of contract value for a period of 3 years plus 6 months.

I / We agree to abide by this bid for a period of 180 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to the terms & conditions mentioned in the tender document.

We are enclosing all necessary documents defined in qualification criteria and for assessment of technical bid.

Dated this _____ day of _____

Signature (in the capacity of along with Seal)

Duly authorized to sign Bid for and on behalf of Company.

Date:

(Signature)

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

(Name)

(In the capacity of) [Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____,
certify that _____ who signed the above Bid is authorized to
do so and bind the company by authority of its board/ governing body.

Date:

(Signature)

(Name)

(Company Seal)

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

6.3 Format to Project Citation

Sr. No.	Item	Details	Attachment Ref. Number
1.	Name of the Project		
2.	Date of Work Order		
3.	Client Details with address and contact numbers		
4.	Scope of Work		
5.	Contract Value		
6.	Completion Date		

***Note:** The Bidder is required to use above format for all the projects referenced by the bidder for the pre-qualification criteria and technical bid evaluation.*

6.4 Project Implementation Methodology

The Bidder is required to submit the proposed technical solution in detail. Following details should be captured in the explanation:

1. The Overall approach to the Project.
2. Detailed Work Plan.
3. Implementation Methodology and Strategy.
4. Team Structure, Domain Expert, and manpower dedicated CVs for the project duration.
5. Strength of the Bidder to provide services including examples or case-studies of similar work.
6. Project Organization and Management Plan.
7. Project Monitoring and Communication Plan– Bidder’s approach to project monitoring.
8. and communications among stakeholders.
9. Implementation plan– Bidder’s approach to implement the project.
10. Risk Management Plan – Bidder’s approach to identify, respond / manage and mitigate risks.
11. Quality Control plan - Bidder's approach to ensure quality of work and deliverables.
12. Escalation matrix during contract period.

Note:

1. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
2. Inadequate information shall lead to disqualification of the bid.

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

7. Guidelines for Financial Proposal

7.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opposite PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Subject: Submission of financial proposal in response to the RFP for Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for “**Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)**” in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MPCB. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory Name of Firm:

7.2 Financial Proposal Instructions

1. MPCB may award entire scope or part of scope, mentioned in section 3.0, as MPCB deems fit.
2. The payment shall be made based on unit cost quoted in the BoQ subject to verification of actual work undertaken and delivered.
3. The rate quoted shall be inclusive of all cost as per the detailed scope of work mentioned in Section 3.0
4. All the prices are to be entered in Indian Rupees ONLY.
5. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Traveling, Lodging and other related items while quoting for per resource cost.
6. The Rates should be exclusive of all the taxes
7. The rates mentioned above shall be valid for the contract period i.e., 3 years
8. MPCB may use the same rate for the appointment of additional resources as decided by MPCB.
9. The bidder should fill rates for all the section of financial format mentioned here. If rate for any item is not mentioned, then the bid will be rejected by MPCB.
10. Grand Total: Aggregation of Bid Value shall be considered for evaluation.

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

7.3 Financial Proposal

Format for Financial Bid

(COMMERCIAL BID OR PRICE BID)

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opposite PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Ref:

Sir,

As per Terms & Conditions of tender document,

I/We _____ Address _____

Furnish the following rates for at MPCB.

1. **Price and Validity:** All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 180 days from the date of opening of bids.
2. **Taxes:** We have studied the clause relating to Indian Income Tax and hereby declare that if any applicable direct or indirect taxes (Foreign, Central or State or Local), rates, duties, charges and levies (Central or State or Local), except Goods and Service tax is altered under the law, we shall pay the same. GST shall be billed by bidder and paid by MPCB as per actual and prevailing rates.
3. **Deviations:** We hereby declare that all terms and conditions mentioned in RFP (Annexures and Corrigendum) are acceptable to us without any deviation and all the services shall be performed strictly in accordance with the bid documents.
4. **Unit Rates:** We have indicated in the relevant schedules enclosed, the unit rates, wherever requested, for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
5. **Qualifying Data:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
6. **Security Deposit:** We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed in RFP.
7. **Engagement Model:** We hereby agree to abide to the Scope of work, Project Payment Model and Engagement Model as prescribed in the RFP

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

Table A. Manpower Cost

The following manpower cost is sought from the bidder, which shall be used for the evaluation purpose. Bidders are required to quote the rates for all the proposed key personnel for this engagement as per the manpower deployment plan.

Sr. No.	Proposed Role	Number of resource(s)	Unit Rate per month excluding GST (in INR)	Unit Rate per month excluding GST (in INR)
1.	Project Manger	1		
2.	Digital Marketing Specialist	1		
3.	Creative Expert	1		
4.	Content Writers (well-versed/fluent in English, Marathi & Hindi)	1		
Total Yearly Cost (excluding GST in INR)				
Grand Total Cost for 3 years (excluding GST in INR)				
(This figure shall be used for evaluation of financial proposal)				

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

8. ANNEXURES

Annexure A: Format for “Request for Clarification”

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy and hard copy)

Maharashtra Pollution Control Board		
Supply, Design, Develop, Installation, commission, maintain “ Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB) ”	Bidders’ request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone / Mobile no. & email point of contact.		
Bidding document reference (s) (page no. & section no.)	Content of tender document requiring clarification	Points of clarification required

Place:
Date:

Signature:
Company Seal:

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

Annexure B: Format for Security Deposit

(On Stamp Paper or appropriate amount of value)

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opposite PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

WHEREAS (Name of Bidder) hereinafter called "The Bidder" has decided to participate in the tender number , hereinafter called "Tender" published by MPCB, hereinafter called "MPCB".

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you a Bank Guarantee (of Nationalized Bank/scheduled bank) for the sum specified therein as Security Deposit for compliance with the Bidder's obligations in accordance with the Tender.

AND WHEREAS we have agreed to give the Bidder a guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to 10% of contract value and we undertake to pay you, upon your first written demand declaring the Bidder to be in default of the tender conditions and without cavil or argument any sums within the limit of 10% of contract value as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

(Signature and Seal of Bank)

Date:

Address:

Witness: _

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

Annexure C: Non-Disclosure Agreement

[On Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, MPCB on the one hand, (hereinafter called the “MPCB”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for provision of Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB), Mumbai (hereinafter called the “Project”) of the MPCB.
2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
 - a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall:
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
 - iii. use the information only as needed for the purpose of bidding for the Project;
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - b) is or becomes publicly known through no wrongful act of the Bidder; or
 - c) is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
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5. The Agreement shall apply to all information relating to the Project disclosed by the MPCB to the Bidder.
6. MPCB will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. MPCB reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MPCB to the Bidder, the MPCB shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MPCB is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MPCB on any copy of the information and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the MPCB, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MPCB forthwith after receipt of notice, and (iii) upon request of the MPCB, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the MPCB and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided “As-Is”. In no event shall the MPCB be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder.

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address:

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

Annexure D: Declaration of Data Security

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opposite PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Dear Sir,

We..... who are established and reputable bidder having office atdo hereby
certify that MPCB shall have absolute right on the digital data and output products processed / produced by us.
We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the MPCB's premises on any media. The original input data
supplied to us by MPCB, and output products processed / produced from input data will not be passed on to any
other agency or individual other than the authorized person of MPCB. We shall abide by all security and general
instructions issued by MPCB from time to time.

We also agree that any data from our computer system will be deleted in the presence of MPCB official after
completion of the project task.

Thanking you, Yours faithfully,

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
Communication for Maharashtra Pollution Control Board (MPCB)**

Annexure E: Power of Attorney

Know by all men by these presents, we _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Appointment of Agency for Strategic Planning, Capacity Building, Innovative Initiatives and Branding for Maharashtra Pollution Control Board (MPCB)**”, including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on **Rs.100/-** stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
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Annexure F: Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past three years have been summarized below:

• Financial Declaration of Bidder

Description	Financial Year(s)		
	2020-21	2021-22	2022-23
(All Currency in Rs. and Crores)			
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
Average Annual Turnover $= (A+B+C)/3$			

The Average Annual Turnover for (Name of the Company) is **Rs.** <Insert Value> (Rupees <Insert Value in Words> and the (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (FY 20-21, FY 21-22, FY 22-23).

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the (Name of the Company).

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
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Telephone & Fax:
email address:

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
1. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
2. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 2020-21, FY 2021-22 and FY 2022-23 shall submitted as supporting evidence.

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Annexure G: Format for Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the responding company)

Date: DD/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Subject: Declaration for not being debarred / black-listed by Central / any Government or PSU in India as on the date of submission of the bid

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any Government or PSU for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MPCB, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

email address:

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Annexure H: Undertaking for Opening Office in Maharashtra

(To be submitted on the Letter of lead bidder)

Date: DD/MM/YYYY

{Place}

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Subject: Undertaking of for Office in Maharashtra

RFP Reference No: MPCB/

Sir,

We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning office within the jurisdiction of State of Maharashtra within 30 days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

It is understood that failure to comply with this undertaking in any manner whatsoever, Maharashtra Pollution Control Board, Mumbai shall have the right to reject my / our bid and forfeit the submitted Earnest Money Deposit (EMD), and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting) available to Maharashtra Pollution Control Board, Mumbai

Yours Sincerely,

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

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Annexure I: Format for Declaration from HR department of the Bidder

<< To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory/HR Head>>

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Dear Sir,

Subject: HR Department Declaration-

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we have ____ employees working on our payroll or associated with us through proper binding agreement having minimum qualification as graduate in any stream and having minimum experience in the domains required to execute this assignment as per the requirements of the RFP. We are attaching herewith the Bio Data of each of the proposed team member highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely,

Authorized Signatory/ HR Head
(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Encl: Bio Data of Key members of the Proposed team

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Annexure J: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2024,

BETWEEN

<<Insert Designation of Authorized Signatory>> Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 3rd Floor, opposite PVR Cinema, Sion Circle, Sion, Mumbai - 400022, Maharashtra India hereinafter referred to as 'MPCB' or "First Part" which expression shall, unless the context otherwise requires, include its permitted successors and assigns

And

<<***>>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <<***>> (hereinafter referred to as "Party" or "Second Part" which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'

Whereas:

Whereas MPCB has envisaged _____ (hereinafter referred to as the "said Project").

And whereas MPCB has published the RFP to seek services of a reputed Agency for _____.

And whereas M/s. ----- has submitted its proposal for _____.

And whereas MPCB and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows:

The Agreement shall consist of this Contract Form and the following documents, hereinafter referred to as the 'Contract Documents', all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP / Tender Form
3. Scope of Work as given in the RFP / Tender Document
4. Project & Payment schedule as given in the RFP / Tender Document
5. Terms & Conditions of Contract as given in the RFP / Tender Document
6. Service Level Agreement (SLA) as given in the RFP / Tender Document
7. Technical proposal of Tenderer
8. Financial Proposal
9. Corrigendum(s), if any

This Agreement sets forth the entire contract and agreement between the parties pertaining to "[Document title]" and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract

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Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the MPCB to provide services with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. Notice to the MPCB shall be properly addressed to:

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

and notice to the agency shall be properly addressed to:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, and delivered

By -----

The Member Secretary,

For and on behalf of MPCB

Signed, sealed, and delivered

By -----

**Appointment of an Agency for Strategic Marketing Initiatives and Handling Media
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For and on behalf of the “Agency”,

Witnesses:

(1)

(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Solution Overview, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:

1. The stamp duty payable for the contract shall be borne by the Agency
2. The above Draft Master Service Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the Agency

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Annexure K: CV Format

CV of the Key Manpower proposed to be submitted in the following format:

1	Name of the Staff																				
2	Current Designation in the Organization																				
3	Proposed Role in the Project																				
4	Proposed Responsibilities in the Project																				
5	Date of Birth																				
6	Education	▪																			
7	Summary of Key Training and Certifications	▪																			
8	Language Proficiency	<table border="1"> <tr> <td>Language</td> <td>Reading</td> <td>Writing</td> <td>Speaking</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>				Language	Reading	Writing	Speaking												
Language	Reading	Writing	Speaking																		
9	Total No. Of Years of Work Experience																				
10	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	<table border="1"> <tr> <td>Name of assignment or Project- 1:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main project features:</td> <td></td> </tr> <tr> <td>Positions held:</td> <td></td> </tr> <tr> <td>Activities performed:</td> <td>•</td> </tr> <tr> <td>Name of</td> <td></td> </tr> </table>				Name of assignment or Project- 1:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:	•	Name of	
Name of assignment or Project- 1:																					
Year:																					
Location:																					
Client:																					
Main project features:																					
Positions held:																					
Activities performed:	•																				
Name of																					

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		assignment or Project- 2:	
		Year:	
		Location:	
		Client:	
		Main project features:	
		Positions held:	
		Activities performed:	
		Name of assignment or Project- 3:	
		Year:	
		Location:	
		Client:	
		Main project features:	
		Positions held:	
		Activities performed:	•

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.

Place:

Date:

Signature of Candidate

Signature of authorized signatory of the bidder

*******End of Document*******