



Maharashtra Pollution Control Board  
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**Request for Proposal**

**For**

**Selection of Agency for outdoor Advertisement (digital and hoarding) for MPCB**

**Tender Notice No: MPCB/PRO/2024/180**

**Date of Issue: 16/08/2024**

**Tender Price: INR 23,600 (inclusive of GST)**

**Issued By:**

***THE MEMBER SECRETARY,***

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

**Tel: +91 22 2401 4701 / 2402 4068**

**Website: <https://mpcb.gov.in>**

**Email ID: [pro@mpcb.gov.in](mailto:pro@mpcb.gov.in)**

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Signature of the bidder

## 1. Disclaimer

This Request for Proposal (RFP) for **“Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for 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 RFP or make 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 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 Bidder 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.

Signature of the bidder

## 1.1 Abbreviations

Abbreviation	Description
<b>AO</b>	Account / Administrative Officer
<b>AAO</b>	Assistant Account Officer
<b>AOA</b>	Articles of association
<b>BG</b>	Bank Guarantee
<b>CAG</b>	Comptroller and Auditor General of India
<b>CCA</b>	Controller of Certifying Authorities
<b>DAO</b>	Divisional Account Officer
<b>DD</b>	Demand Draft
<b>DSC</b>	Digital Signature Certificate
<b>EMD</b>	Earnest Money Deposit
<b>GCC</b>	General Contract Conditions
<b>GoM</b>	Government of Maharashtra
<b>GST</b>	Goods and Services Tax
<b>INR</b>	Indian Rupee
<b>ITB</b>	Instructions to bidder
<b>LLP</b>	Limited Liability Partnership
<b>LOA</b>	Letter of Approval
<b>LOI</b>	Letter of Intent
<b>M&amp;H</b>	Management and Handling
<b>MPCB</b>	Maharashtra Pollution Control Board
<b>MoA</b>	Memorandum of Association
<b>NDA</b>	Non-Disclosure Agreement
<b>NEFT</b>	National Electronics Fund Transfer
<b>NIC</b>	National Informatics Centre
<b>PAN</b>	Permanent Account Number
<b>PDF</b>	Portable Document Format
<b>PBG</b>	Performance Bank Guarantee
<b>PSU</b>	Public Sector Undertaking
<b>RFP</b>	Request for Proposal
<b>RTGS</b>	Real Time Gross Settlement
<b>SD</b>	Security Deposit
<b>SLA</b>	Service Level Agreement
<b>TEC</b>	Tender Evaluation Committee
<b>ULB</b>	Urban Local Body
<b>URL</b>	Uniform Resource Locator
<b>UT</b>	Union Territory

Signature of the bidder

## 1.2 Key Terms- Definition

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder/Agency/ Operator/Supplier	Business Organization/Firm who shall display the advertisements for MPCB
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project.
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Contract / Project Period	Contract period = 20 days. May be extended based on mutual agreement.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MPCB, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder for this RFP
End of Contract	This refers to the time when the Contract Period has ended.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial, and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.
Subcontractor	This means person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.
Employer	This shall mean MPCB and is the party who will employ the selected bidder to carry out the Works through contractual engagement.

Signature of the bidder

### 1.3 Tender Notice

#### **TENDER NOTICE**

**Tender Reference No: MPCB/PRO/2024/180**

**Date: - 16/08/2024**

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for “**Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for MPCB**”. 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 29/08/2024. For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **INR 23,600** (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.

#### **1. DISCLAIMER**

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 being made to keep the website up to date and running smoothly 24 x 7 by the MPCB and the Bidder. 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. Bidder must get done all the e-tendering activities well in advance.

#### **1.4 Tender Schedule**

Sl. No.	Particulars	Start Date	End Date
1.	Tender Publish	16/08/2024 11.00 IST	-----
2.	RFP Document Download	16/08/2024 11.00 IST	29/08/2024 15.00 IST
3.	Submission of Pre- Bid Queries	16/08/2024 11.00 IST	22/08/2024 18.00 IST
4.	Pre-Bid Meeting	23/082024 12.30 IST	.....
5.	Bid Submission	16/08/2024 11.00 IST	29/08/2024 15.00 IST
6.	Pre-Qualification Bid Opening	30/08/2024 17.00 IST	.....
8.	Commercial Bid Opening	Will be declared after technical scrutiny	.....

Signature of the bidder



**Note-**

- **Earnest Money Deposit: INR 10,00,000/- (Rupees Ten Lakhs only)** through online payment mode.
- 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 for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd on 020-3018 7500
- 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 **INR 23,600 /- (Rupees Twenty-three thousand six hundred only)** i.e., **INR 23,600 /- {20,000 + 600 (GST @ 18%)}** should be credited in to MPCB fund account by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- 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>.

**2. 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 **“Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for MPCB”** as detailed in this RFP document.

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.

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 such as Safe crypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.

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.

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

Sl. No.	Items	Description
1.	RFP Reference No.	<b>MPCB/PRO/2024/180</b>

Signature of the bidder

Sl. No.	Items	Description
2.	Name of the Project	RFP for “ <b>For Selection of Advertisement Agency for MPCB in Maharashtra</b> ”
3.	RFP Document Download Start / End Date & Time	Start Date: 16/08/2024 11.00 IST End Date: 29/08/2024 15.00 IST Please visit the below mentioned e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
4.	Last date to send in requests for clarifications	All the queries should be received on or before through email only with subject line as follows: “ <b>Pre-Bid queries - &lt;Agency’s Name&gt;</b> ”.  The queries should be submitted as per the format prescribed in <b>Section 6 (6.2)</b>  The Pre-Bid queries to be sent to the Email Id: <b>Email ID:</b> <a href="mailto:pro@mpcb.gov.in">pro@mpcb.gov.in</a>
5.	Address	<b>THE MEMBER SECRETARY,</b> MAHARASHTRA POLLUTION CONTROL BOARD, KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA, SION CIRCLE, SION, MUMBAI-400 022  <b>Tel:</b> +91 22 2401 4701 / 2402 4068 <b>Website:</b> <a href="https://mpcb.gov.in">https://mpcb.gov.in</a> <b>Email ID:</b> <a href="mailto:pro@mpcb.gov.in">pro@mpcb.gov.in</a>
6.	Pre-Bid meeting	<b>Pre-Bid Meeting:</b> Teams Meet joining info. <b>Meeting ID:</b> <b>Passcode:</b> Pre-Bid meeting may be attended virtually as well as at MPCB Head Office
7.	Last date (deadline) for submission of bids	29/08/2024 15.00 IST
8.	Tender Fee to be paid via Online Payment Gateway mode only.	Rs. 23,600 /- (Rupees Twenty-Three Thousand Six Hundred only)
9.	Date Time and Place of opening of Technical Proposals	30/08/2024 17.00 IST 4 <sup>th</sup> Floor, Conference Room, Maharashtra Pollution Control Board, Kalpataru Point, 3rd Floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022
10.	Date Time and Place of opening of Financial Proposals	Will be intimated later to the technically qualified bidders
11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode or DD.	<b>INR 10,00,000/- (Rupees Ten Lakhs only)</b>

Signature of the bidder

Sl. No.	Items	Description
12.	Security Deposit (PBG)	<b>10%</b> of project value valid for 3 months beyond project completion period. Security Deposit should be in the form of Demand Draft (DD) only. To be submitted within 03 days from date of notice/letter of award of the contract or as intimated in the work order issued by MPCB. DD amount shall be refunded post successful completion of contract period.
13.	Last date for signing contract	Within 05 (Five) days after Letter of Award/Work Order or as intimated by MPCB. If the agreement is not signed within the time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
14.	Bid Validity Period	90 days from the date of submission of Bid
15.	Contract Period	20 days + 3 months from the date of award of contract.

**Contact Person**

**THE MEMBER SECRETARY,**  
MAHARASHTRA POLLUTION CONTROL BOARD,  
KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA,  
SION CIRCLE, SION,  
MUMBAI-400 022  
**Tel:** +91 22 2401 4701 / 2402 4068  
**Website:** <https://mpcb.gov.in>  
**Email ID:** [pro@mpcb.gov.in](mailto:pro@mpcb.gov.in)

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

### 3. Instructions to Bidders

#### 3.1 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:

1. To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
2. To collect and disseminate information relating to pollution and the prevention, control, or abatement thereof,

Signature of the bidder

3. 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,
4. Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
5. To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques.
6. Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution

### 3.2 Purpose

MPCB hereby invites proposals from reputed, competent, and professional companies for a period of five years, who meet the minimum eligibility criteria as specified in this bidding document for **“Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for MPCB”** This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in **Section 4.0** of this RFP document.

### 3.3 Consortium

Consortium is not allowed within the scope of this RFP.

### 3.4 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. 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.

### 3.5 Proposal Preparation Costs

1. The bidder shall submit the bid at its own 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.

### 3.6 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as mentioned in the [Clause 6.2](#). The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. The response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

### 3.7 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal (<https://mahatenders.gov.in>) and shall be part of RFP.

Signature of the bidder

- The Bidders are advised to visit the aforementioned website/portal on regular basis to check for necessary updates. The MPCB also reserves the right to amend the dates mentioned in this RFP.

### **3.8 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 and shall become part of this RFP.

### **3.9 MPCB's right to terminate the process**

MPCB may terminate the RFP process at any time before the award of contract 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.

### **3.10 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.

### **3.11 Earnest Money Deposit (EMD)**

- Bidders shall submit EMD of INR 10,00,000/- (Rupees Ten Lakhs Only) through Online e-Tendering Payment Gateway mode or DD.
- Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The EMD for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Security Deposit for an amount equal to 10% of the contract value valid up to Three (03) months post end of contract in the form of Demand Draft only.
- No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all the Bidders (including the successful Bidder) without any accrued interest on it.
- The Bid submitted without EMD, mentioned above, will be summarily rejected.
- The EMD may be forfeited:
  - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - If, during the bid process, any information is found false/fraudulent/malafide, and then MPCB shall reject the bid and, if necessary, initiate action.

### **3.12 Authentication of Bid**

- The original copy (hard copy) of the RFP Document shall be signed, stamped, scanned, and submitted along with the 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. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

Signature of the bidder

2. Notarised / irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

### 3.13 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.

### 3.14 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.

### 3.15 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.

### 3.16 Bid Submission Instructions

Complete bidding process will be online (e-Tendering) in two envelope system. Submission of bids shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
<p><b>Envelope A:</b></p> <p><b>Pre-Qualification Proposal</b></p>	<p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> <li>Checklist for Pre-Qualification Proposal</li> <li>Scanned copy of EMD receipt</li> <li>Scanned copy of Receipt of the Tender Fees</li> <li>Pre-qualification documents as per Clause 3.22</li> <li>Bidder and Bidding Firm Details</li> <li>Annexure C: Non-Disclosure Agreement</li> </ol> <p>Scanned copy of Receipt of the Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.</p> <p>The pre-qualification documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 6 of this RFP. Bidders shall submit accurately filled Checklist for Technical Proposal documents as per format in clause 6.3.</p>

Signature of the bidder

Particulars	Instructions
	Each page of the Pre-Qualification documents should be signed and stamped by the Authorized Signatory of the Bidder. Proposal should be submitted through online bid submission process only.
<b>Envelope B:</b>  <b>Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 7 of the RFP.</p> <p>Each page of the Financial Proposal shall be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal shall be submitted through online bid submission process only.</p> <p>In no way the bidder shall indicate its Financial Offer in any Envelope other than Envelope B. In case it is found, MPCB may summarily reject the proposal of the said bidder.</p>

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

1. 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.
2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the 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.
3. 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.
4. Financial Proposal shall not contain any technical information.
5. 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.
6. Proposals sent by fax/post/courier shall be rejected.

### 3.17 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.

### 3.18 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.

### 3.19 Non-conforming Proposals

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

Signature of the bidder

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 requirements of the MPCB.

### **3.20 Acknowledgement of Understanding of Terms**

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts 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.

### **3.21 Bid Opening**

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. MPCB reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in three stages.
4. In the first stage, pre-qualification proposal along with document checklist shall be opened and evaluated as per the criteria mentioned in Clause 3.22 of the RFP.
5. In the second stage, Financial Proposal of those Bidders, whose all pre-proposals (Prequalification qualification) qualify, shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
6. The Bidders' representatives who choose to be 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 with the process and open the bids of all bidders.
7. 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 even after due diligence is done.
8. The Bids and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the "Eligible and Qualified Bids"/ "Eligible and Qualified Bidder").
9. In case the bidder is not able to submit the documents required to demonstrate capability as set out in this RFP and/or the bidder is not able to satisfy the Bid Evaluation Committee with regards to clarifications/information/confirmations sought from the Bidder, the Bid Evaluation Committee, at its sole discretion, can consider such bids ineligible for next stage of bid opening.
10. Financial bids of the bidders who meet technical eligibility and qualification criteria shall be opened.

#### **1.21.1 Tender Evaluation Committee**

MPCB shall form a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.

1. The TEC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
2. The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

Signature of the bidder



3. The TEC may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
4. The TEC reserves the right to reject any or all proposals entails the basis of any deviations.
5. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
6. The TEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders

### 3.22 Pre-Qualification Criteria

Sl. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ 1	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  All above as amended time to time.	General Information of Bidder along with Bidder's constituting documents such as MOA, AOA, as applicable Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed, as applicable Copy of PAN Card Copy of GST Registration Power of Attorney Declaration as per <b>Annexure B</b>
PQ 2	Turnover	The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 60 Lakhs. (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant of the Bidder for total turnover as per the format <b>Annexure C</b>
PQ 3	Net worth	The Bidder shall have Positive Net Worth for the last Financial Year. i.e., FY 2022-23	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed for total turnover as per the format <b>Annexure C</b>
PQ 4	Project Experience 1	The Bidder must have experience in "Similar works" during last three (03) years as on last date of submission of bid as per following details: One (01) project with "Similar works" worth costing at least INR 1.60 Cr. OR	a) Bidders shall submit copy of work order along with the copy of the contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client

Signature of the bidder

Sl. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		Two (02) projects with “Similar works” each costing at least costing not less than the amount equal to INR 1.00 Cr. OR Three (03) projects with “Similar works” each costing at least not less than the amount equal to INR 0.80 Cr.	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 Clause 6.4
PQ 5	Project Experience- 2	The Bidder must have experience in successfully running advertisement campaigns in at least 15 districts in any state in India.	
PQ 6	Project Experience- 3	The Bidder must have at least 30 owned hoardings including 5 digital hoarding in Maharashtra as on bid due date.	Bidders shall submit permit copy from Competent Authority
PQ 7	Certification	The bidder should have valid ISO 9001: 2015 certification.	Copy of valid certification as on date of submission of bid
PQ 8	Blacklisting	The bidder should not have been debarred/blacklisted by any Government (State / Central) / Semi Government / Corporation / PSU/ UT/ ULB/ tendering department in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR, as on date of bid submission.	A self-certified letter signed by the Authorized Signatory of the Bidder as per <b>Annexure A</b>

\*“Similar works” - Projects which involved executing digital advertising and static hoarding campaigns in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU/Private

### 3.23 Evaluation of Pre-Qualification Proposal

TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in this RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.

### 3.24 Commercial Evaluation & Award Criteria

1. After the evaluation of Eligibility and Qualification Submissions have been completed as per the requirements of the RFP, the Financial Bids of only those Bidders whose Bid determined to be responsive shall be opened. Decision of Bid Evaluation Committee in this regard will be final. Financial Bids of those

Signature of the bidder

Bidders who do not qualify (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) shall stand rejected and shall not be opened.

2. Financial Bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders whose Bids are accepted. The Bidder's representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, bid rates, etc. will be announced at such opening.
3. Bidders shall submit quotation as per mentioned format. Amongst the bidders considered for financial evaluation, the Bidder quoting the lowest rate as per Clause 7.3 Financial Proposal Format of this RFP will be considered as most eligible for award of contract (L1).
4. MPCB, however reserves the right to accept or reject any or all bids without giving any reasons thereof.  
The Bidder who quotes the lowest (L1) rate will be decided as L1 Bidder.
  - (a) In case there is tie between L1 Bidders, cost will be negotiated with each bidder and the one offering lowest negotiated cost, will be selected as final L1 bidder.
  - (b) In case, either of the L1 bidder(s) refuses such allocation, L2 bidder shall contacted to match / negotiate L1 rate, or re-tendering shall be done.
5. The selection of the successful bidder will be based on L1 (lowest rate).

### **3.25 Award of Contract**

#### **1. Letter of Acceptance**

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 Acceptance will constitute the formation of the contract.

#### **2. 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 5 (five days) Letter of Acceptance (LOA) issued to the successful bidder by MPCB. Upon the Successful Bidder's furnishing of Security Deposit, MPCB will promptly notify each unsuccessful Bidder.
- Further, INR 2,000 penalty will be levied per day if the contract is not signed abovementioned time period.
- If the signing of contract is not completed within 2 weeks after receiving LOA, then the offer made to the selected bidder may stand annulled.
- Any expenses related to registration of Agreement shall be Borne by Successful Bidder.

#### **3. 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 enough grounds for the annulment of the award and forfeiture of security deposit, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

### **3.26 Non-Disclosure Agreement (NDA)**

The Successful Bidder has to sign the Non- Disclosure Agreement ([Annexure C](#)) with MPCB.

Signature of the bidder

### 3.27 Security Deposit

1. The successful bidder needs to deposit/submit a security deposit equal to 10% of the project contract value as Demand Draft (DD) only. The security deposit shall be valid for a contract period of and will continue with MPCB for further period 3 months after due fulfilment of contract. It should be submitted within 03 days from the receipt of the letter towards award of the contract/work order.
2. The security deposit should be submitted within the period specified above, failing which MPCB may cancel the offer made to the bidder and forfeit the EMD amount.
3. In case of extension in contract period, fresh security deposit of proportionate value shall need to be submitted which shall remain valid for the extended contract period and will continue with MPCB for further period 3 months after due fulfilment of extended contract period.
4. The security deposit will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
5. 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.
6. No interest will be payable by the MPCB on the amount of the Security Deposit.

### 3.28 Bid Prices

The bidder has to quote for “**Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for MPCB**” in the format given for financial bid. Validity of Bid shall be of 180 days from date of opening of bids.

### 3.29 Bid Currency

The rates quoted shall be in Indian Rupees only.

### 3.30 Signature

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. The same must be uploaded along with the Technical Qualification Document. All obligations committed by such signatories must be fulfilled.

### 3.31 Correction of errors

The bidder 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 shall lead to cancellation of Bid.

### 3.32 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.

### 3.33 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.

Signature of the bidder

3. Bid is received in incomplete form.
4. Bid is received after due date and time.
5. Bid is not accompanied by all requisite supporting documents.
6. Bidder enclosing Commercial Bid in Technical Bid.
7. The successful bidder fails to enter into a contract within period specified by MPCB of the date of notice of award of contract or within such extended period, as fixed by MPCB.
8. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
9. Non - fulfilling of any condition / term by bidder.

### **3.34 Tendering Under Different Names**

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit of each such firm /establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the Managing Director, for further penal action including blacklisting.
3. If it is found that clearly related persons as in above have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed, or governed by the same person/persons jointly or severally, such Bidders shall be liable for action as in para above.
4. If after the Award of Contract, it is found that the accepted tender violated for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

### **3.35 Deviation**

1. If any deviations are suggested by the bidders from the contract and/or technical specifications for the Services, MPCB shall determine whether any deviation suggested represents a material deviation.
2. "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A "material deviation or reservation" is one which adversely affects in any way the scope, quality, performance, or administration of the (proposed) contract, and/or which limits in any substantive way, MPCB's rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.
3. Bidders must demonstrate that their offers do not represent any "material deviation or reservation" from the contract or technical specifications in order to be technically qualified and eligible to have their price bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of this RFP document and bids containing material deviations are liable for rejection. The decision of MPCB in this regard, shall be final and binding.
4. The bidder shall indicate no-deviation from the "Technical Specifications" prescribed in the RFP.
5. Any bid deviations and other factors, which are in excess of requirements of bid documents or otherwise result in accrual of unsolicited benefits to MPCB shall not be taken into account in bid evaluation.
6. Bidders are required to indicate any deviations, on delivery basis about time period. If required MPCB, at its sole discretion, may revise the delivery schedule with mutual consultation with the bidder in case of the bid of the successful bidder consist of any deviations, which are not material deviations. MPCB shall have

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right to accept or reject the deviation in delivery schedule as provided in the RFP document. The revised delivery schedule, if any, shall be part of the contract that shall eventually be signed between MPCB and the Bidder (“Contracted Delivery Schedule”).

7. Failure to comply with the contracted delivery schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the contract.

#### **4. Scope of Work**

The Maharashtra Pollution Control Board (MPCB) seeks to engage a proficient advertising agency with a robust presence across the state for executing comprehensive digital and physical hoarding advertisement campaign. The selected agency will be responsible for deploying impactful advertisements as instructed by MPCB. This includes strategic placement of digital ads and physical hoardings in high visibility locations to maximize outreach and engagement. The agency must ensure all advertisements adhere to MPCB’s branding guidelines and deliver consistent messaging across all platforms. The advertisement must be done on approx. 100 digital/static hoarding boards with 50% of the quantity being in MMR. This count can be increased or decreased based on MPCB’s requirement.

##### **4.1 Broad Deliverables of the project:**

The broad deliverables for the Successful Bidder under this project are mentioned as below:

##### **A. Display of Advertisements**

- a. Content Display: The agency must ensure that the advertisements provided by MPCB are displayed accurately and in their entirety on digital boards and static hoardings. Any alteration or tampering with the content is strictly prohibited. The size of display boards must be minimum 400 sq. ft.
- b. Quality Assurance: The advertisements should maintain high visual quality, clarity, and readability throughout the display period. This includes adjusting brightness, contrast, and resolution settings on digital boards to ensure optimum visibility.
- c. Scheduling: The agency must follow the schedule provided by MPCB for displaying advertisements. This includes timing for digital ads and the duration for which printed ads should be displayed. The digital advertisement must be displayed for at least 20% of the time slot for each day during the contract period.

##### **B. Printing and Installation**

- a. High-Quality Printing: The agency will be responsible for printing outdoor advertisements using high-quality materials that are weather-resistant and durable. The agency must use materials that ensure longevity and maintain the aesthetic appeal of the advertisements.
- b. Installation Procedures: The agency must handle the installation of printed advertisements on hoardings and ensure that digital ads are uploaded and displayed correctly on digital boards. This includes securing proper permissions and adhering to safety standards during installation.

##### **C. Operational Management**

- a. Day-to-Day Operations: The agency is responsible for the daily operations of the digital boards and hoardings, including routine checks to ensure they are functioning correctly. This includes troubleshooting any issues that arise and ensuring minimal downtime.

Signature of the bidder

- b. **Maintenance:** Regular maintenance of digital boards and hoardings is required to keep them in optimal working condition. This includes cleaning, repairs, and technical servicing as needed.
- c. **Emergency Response:** The agency must have a plan in place for quick response to any operational issues, such as technical failures, vandalism, or weather-related damages, to ensure continuous advertisement display.

#### **D. Coverage and Presence**

- a. **District Presence:** The agency must maintain a presence in at least 15 districts across Maharashtra throughout the contract period. These districts should be strategically chosen by MPCB to maximize the reach and impact of the advertisements. However, the advertisement may be run pan-Maharashtra as per MPCB's requirement.
- b. **Location List:** The agency shall provide MPCB with a detailed list of locations in the districts where advertisements will be displayed. The list should include specifics such as the type of advertising medium (digital board or hoarding), exact location, and estimated footfall or traffic in that area. The digital/static hoarding boards must be in prime footfall areas such as Juhu, Mahim Chowpatty, Girgaon Chowpatty, Bandra Reclamation, Railway Stations, Airports in Mumbai and in major tourist areas, major railway stations and airports in rest of Maharashtra.
- c. **Equitable Distribution:** Ensure that the advertisements are distributed equitably across the selected districts, taking into account the demographic and geographic diversity of the state.

#### **4.2 Insurance**

- a. **Comprehensive Coverage:** Ensure that all digital boards and hoardings are insured against damage, theft, and other liabilities. This insurance should cover the cost of repairs or replacements in case of any unforeseen incidents.
- b. **Liability Insurance:** Maintain liability insurance to cover any potential damages or injuries that may occur during the installation or maintenance of advertisements.

#### **4.3 Responsibilities of the Selected Bidder**

1. The selected bidder will be responsible for the printing the flex/ vinyl material on their own or through other vendors for preparing the physical hoarding.
2. The bidder to Strictly adhere to handling protocols and security measures is essential.
3. It is an all -inclusive contract, including good quality printing and mounting of flex (black-back flex), maintenance of the hoarding throughout the contract period, rent of the site, municipal tax/ advertising tax and any other tax/ if any and third-party risk etc.
4. The selected bidder to provide proof of display by providing photographic evidence of each advertisement being displayed at the designated locations. The photographs should be clear, time-stamped, and show the entire advertisement in its installed state. For digital advertisements, the agency to provide video evidence showcasing the content being displayed as per the schedule. The videos should be time-stamped and include a clear view of the surrounding area to verify the location.
5. The monthly status reports should include information such as locations, display duration, technical issues encountered, and actions taken to resolve them.
6. The agency must maintain detailed records of all activities related to the display of advertisements. These records should be made available to MPCB upon request for auditing purposes.

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#### 4.4 Responsibilities/Duties of MPCB

Maharashtra Pollution Control Board will have following responsibilities towards the project-

1. Appointing Nodal Officer/s for coordinating all the activities with the Successful Bidder and / or external agencies, as the case may be
2. MPCB will conduct periodic compliance checks to ensure that the agency adheres to all relevant local and state regulations related to outdoor advertising. This includes verifying that all necessary permits are obtained and that the advertisements comply with content, size, and placement guidelines.
3. MPCB will conduct regular performance evaluations to assess the agency's adherence to the scope of work, quality of displays, and timely reporting. These evaluations will help ensure that the agency meets the required standards and delivers the expected results.

#### 4.5 Project duration

1. **Contract Period:** The contract will be valid for a period of **20 days** with an option for renewal based on the agency's performance and mutual agreement. The specific start and end dates of the contract will be agreed upon by both parties.
2. **Renewal Conditions:** The conditions for contract renewal will be based on the agency's adherence to the scope of work, quality of advertisement displays, and overall performance during the initial contract period. MPCB reserves the right to negotiate new terms and conditions upon renewal.

#### 4.6 Payment Terms

1. Payment shall be per square meter post successful completion of the engagement based on the quoted rate.
2. The invoices shall be shared along with the project status reports to MPCB basis which payments shall be cleared after verification.
3. Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank / RTGS in the name of Selected Bidder.
4. Payment shall be made post deduction of applicable taxes and penalties.

#### 4.7 Service Level Agreement (SLAs)

1. 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.
2. This section defines various Service Level Indicators which will be considered by MPCB in the Service Level Agreement with Successful bidder. The successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality, and availability of services.
3. MPCB reserves the right to change the SLAs after the successful appointment of Bidder, before Go Live for developing webapp. MPCB will make changes in SLA in consultation with the successful bidder.
4. Penalty amount will be deducted from the bills payable to the successful Bidder or Security Deposit or both.
5. If the amount is deducted from the security deposit, the Selected Bidder will have to recoup the amount so recovered within 7 days.
6. The discretion to waive off the penalty, if informed and found justifiable, will be with Hon'ble Member Secretary, MPCB.
7. MPCB reserves the right to invoke termination of the contract if the penalty applicable consistently remains greater than equal to 10% of the contract value for any three consecutive months during the contract period.

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The performance of the service provider will be reviewed every month starting from award of contract on delivery and quality parameters. Any delay / deficiency / breakage / shortfall in the services will attract penalty mentioned as under:

Sl. No.	SLA Parameters	Penalty Amount in INR
1.	Delay in signing of agreement as per timeline	INR 2000/day
2.	Delay in start of Work	INR 10,000/day penalty will be levied
3.	Malfunction of the advertisement board	INR 2,000/ day/board
4.	Improper Quality/Deviation from shared material	INR 10,000 penalty

#### 4.8 Termination and Penalties

- 1. Termination Clauses:** MPCB reserves the right to terminate the contract if the agency fails to meet the agreed standards and responsibilities. This includes consistent delays, substandard quality of displays, non-compliance with regulations, and failure to address issues promptly. In that case a fresh Work Order shall be issued to the next eligible bidder subject to matching of L1 rates.
- 2. Notice Period:** In the event of contract termination, a notice period of one week will be provided to the agency. During this period, the agency is expected to ensure a smooth transition and minimize any disruptions in advertisement display.

#### 4.9 Handling of Bidder Grievances/Dispute Resolution

- To look after the grievances of the Bidder, MPCB shall form a two-tier Committee comprising of:
  - Tier 1 Committee – Regional Officer, Sub-Regional Officer, AAO/Head Accountant
  - Tier 2 Committee – Administrative Officer, Chief Accounts Officers, Law Officer/Office Superintendent
  - Tier 3 Committee - The Member Secretary, MPCB
- All grievances, clarifications shall be addressed to Tier 1 Committee first. In case of no satisfactory resolution, it shall be passed on to Tier 2 Committee.
- In case no satisfactory resolution is received by the Successful Bidder through the two-Tier Committee, the matter shall be taken up with Hon'ble Member Secretary, MPCB. The decision of Hon'ble Member Secretary, MPCB in this regard shall be final and binding.

#### 4.10 Exit Management

Exit Management process will be initiated one week before the ending/termination of the project contract. In order to align both the parties on transition modalities, the Bidder will submit a detailed Exit Management Plan one week before the ending date of the contract. All operation related data shall be handed over to MPCB at no additional cost before the ending date.

Signature of the bidder

## **5. General Conditions of Contract**

### **5.1 General Guidelines**

1. The system of recording, measurements and payments will be based on the MPCB in vogue.
2. It is presumed that the Bidder has carefully studied standard, specification of the individual items and all condition before estimated rates are quoted by him.
3. Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any. In case of any contradictions in the specifications, the interpretation and decision of the department shall be final and binding.
4. If the Bidder has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e., before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Bidder, the matter will be decided according to the tender stipulations.
5. No extra claims shall be accepted as regards specifications, infrastructure, royalties etc.

### **5.2 Interpretation**

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

### **5.3 Key Performance Measurements**

1. If the Contract / Service Specification include more than one document, then unless the Employer specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
2. The Employer reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

### **5.4 Commencement & Progress**

The Selected Bidder shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

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2. The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
3. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. The Selected Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Employer and shall, at all times, support and safeguard the Employer's legitimate interests in any dealings with Third parties.

### **5.5 Trademarks, Publicity**

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permit to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration, or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

### **5.6 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MPCB in relation to, or matters arising out of, or concerning the bidding process. MPCB will treat all information submitted as part of the bid in confidence and will require all those who have access to such material to treat the same in confidence. MPCB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MPCB or as may be required by law or in connection with any legal process.

### **5.7 Ethics**

Selected Bidder represents, warrants, and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this RFP and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Employer standard policies and may result in cancellation of this Agreement.

### **5.8 MPCB's Obligations**

1. MPCB nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
2. MPCB shall ensure that timely approval is provided to the Selected Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.

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3. MPCB's Representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. MPCB shall provide adequate cooperation in providing details, coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Employer is proper and necessary.
4. MPCB may provide on Selected Bidder's request, particulars/information/ or documentation that may be required by the Selected Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Selected Bidder may have to coordinate with respective vendors.
5. MPCB may provide to the Selected Bidder, sitting space and basic infrastructure at their office location on need basis.

### **5.9 Events of default by the Selected Bidder**

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

1. The Selected Bidder's Team has failed to perform any instructions or directives issued by the Employer which it deems proper and necessary to execute the scope of work or provide services under the Contract, or.
2. The Selected Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Selected Bidder has fallen short of matching such standards / benchmarks / targets as the Employer may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Employer;
3. The Selected Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Employer, despite being served with a default notice which laid down the specific deviance on the part of the Selected Bidder's Team to comply with any stipulations or standards as laid down by the Employer; or
4. The Selected Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Employer during the term of this Contract and which the Employer deems proper and necessary for the execution of the scope of work under this Contract.
5. The Selected Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract.
6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
7. The Selected Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
8. The Selected Bidder's team are involved in fraud/wilful misconduct.
9. Where there has been an occurrence of such defaults inter alia as stated above, the Employer shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
10. Where despite the issuance of a default notice to the Selected Bidder by the Employer the Selected Bidder fails to remedy the default to the satisfaction of the Selected Bidder, the Employer may, where it deems fit,

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issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Employer.

### **5.10 Consequences of Default**

Where an Event of Default subsists or remains uncured, the Employer shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Selected Bidder. The Selected Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Selected Bidder under the Contract by a written notice of suspension to the Selected Bidder, provided that such notice of suspension:
  - a. Shall specify the nature of the failure; and
  - b. Shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Selected Bidder.

Any decision taken by Hon'ble Member Secretary, MPCB shall be final and binding on the Selected Bidder.

### **5.11 Audit, Access, and Reporting**

#### **1. Purpose**

- a) This section details the audit, access and reporting rights of Employer and the respective obligations of Selected Bidder under the contractual terms of Project Implementation, Operation and SLA Management.
- b) Employer may engage a suitable, neutral and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Selected Bidder that the system implementation is complete.
- c) The Bidder being notified of any deviations from the agencies nominated by Employer regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- d) All the cost for third party agencies will be borne by the Selected Bidder.

#### **2. Notice and Timing**

- a) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable and shall not be required to give the Selected Bidder any further notice of carrying out such audits. The cost of third-party audits if any have to be borne by the selected Bidder.
- b) The Employer or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit is notified in writing to the Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
- c) The frequency of audits shall be decided by the Employer

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- d) In addition to the above, there will be audits conducted by statutory bodies (e.g., CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Bidder will have to provide these statutory bodies access to all the facilities, infrastructure, documents, and artefacts of the Project as required by them and approved by Employer, in writing.
- e) The audit and access rights contained shall survive the termination or expiration of the Agreement.

### 3. Access

- a) The Selected Bidder shall provide Employer access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- b) Employer shall have the right to copy and retain copies of any relevant records. The Selected Bidder shall co-operate with Employer in effecting the audits and providing necessary information.

## 5.12 Other Conditions

### 5.12.1 Indemnity

The Selected Bidder shall indemnify the MPCB against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Selected Bidder in the execution of or in the connection with the work of this Contract and against lose or damage to the MPCB in consequences of any action or suit being brought against the contractor anything done or omitted to be done in execution of the work of this contract.

## 5.13 Corrupt or Fraudulent Practices

1. MPCB requires that Selected Bidder/Supplier/Contractor under contract, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB.
2. Defines, for the purposes of this provision, the terms set forth below as follows
  - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.
  - Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

### 5.13.1 Jurisdiction of Courts

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai only.

### 5.13.2 Safe Custody

All the charges for safe custody and withdrawal of and for the collection of interest etc. on the proper deposit will be payable by the contractors.

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### 5.13.3 Risk and Cost

- In case the Bidder fails to deliver the quantity as stipulated in the delivery schedule, the MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the contractor.
- If it is observed that the Contractors carrying out the work fails to comply with instructions given by the MPCB authorities during execution of work twice, the work will be carried out at the risk and cost of the contract & penal action will be taken against them. The above condition will be in addition to the relevant condition in General Conditions of the Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the Contract.

### 5.13.4 Conflict of Interest

Selected Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Applicant or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MPCB. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Selected Bidder to complete the requirements as given in the application document.

### 5.13.5 Confidentiality

- The Selected Bidder will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MPCB and other Government Departments. The Bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form.
- Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Empanelment. The MPCB may apart from blacklisting the Selected Bidder, initiate legal action against the Selected Bidder for breach of trust. The Selected Bidder shall also not make any news release, public announcements or any other reference on application document or empanelment agreement without obtaining prior written consent from the MPCB.
- Bidder shall use reasonable care to protect confidential information from unauthorised disclosure and use.

### 5.13.6 Arbitration

If, due to unforeseen reasons, problems arise during the progress of the empanelment/project execution leading to disagreement between the MPCB and the Selected Bidder, the latter shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute through the two-Tier Committee formed by MPCB, the dispute/claim etc. relating to the contract/engagement shall be referred to the Hon'ble Member Secretary, MPCB whose decision shall be final and binding on both the parties.

### 5.13.7 Governing law and Jurisdiction

This Empanelment Award and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Mumbai, India.

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### **5.13.8 Limitation of Liability**

1. The liability of selected Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this Clause shall not be applicable to the indemnification obligations.
2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
3. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Empanelment Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

### **5.13.9 Variation in Agreement Quantity & its Payment**

1. Modification to Contract to be in writing: In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, modifications shall be made in writing and signed by MPCB.
2. Powers of Modification to contract: MPCB shall be entitled by order in writing to enlarge or extend, diminish, or reduce the quantities.

### **5.13.10 Extension of timelines**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by Contractor to the employer. If failure, on the part of contractor, to complete scope of work in proper time shall have arisen from any cause which the MPCB may admit as reasonable ground for an extension of the time, MPCB may allow such additional time as it considers to be justified by circumstances.

### **5.13.11 Relationships**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “MPCB” and the “Selected Bidder”. No partnership shall be constituted between MPCB and the Bidder by virtue of this empanelment nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Selected Bidder shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

### **5.13.12 Termination**

2. MPCB may, without prejudice to any other remedy for breach of Contract, terminate the Contract in case of the occurrence of any of the events specified in paragraphs (2) through (9) of this GCC Clause 5.13.13. In such an occurrence, MPCB shall give not less than 30 days’ written notice of termination to the Selected Bidder.

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3. If the Selected 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 approved in writing.
4. If the Selected Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
5. If the Selected Bidder, in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
6. If the Selected Bidder submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
7. If the Selected Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
8. If the Selected 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 selected Bidder to improve the quality of the services.
9. If the Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. In the event MPCB terminates the Contract in whole or in part, pursuant to GCC Clause, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Selected Bidder shall be liable to MPCB for any additional costs for such similar services. However, the Selected Bidder shall continue performance of the Contract to the extent not terminated.
11. The Selected Bidder may also raise request for termination of contract by giving three (3) months written notice citing valid/appropriate reasons. The termination request shall be subject to review by Hon'ble Member Secretary, MPCB before accepting and granting the same.

#### **5.13.13 Assignment**

The Selected Bidder shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of MPCB.

#### **5.13.14 Force Majeure**

A Force Majeure event shall mean occurrence in India of any or all Non-Political Event, Indirect Political Event and /or Political Event.

1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster

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management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

3. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Bidder's fault or negligence and not foreseeable.
6. Such events may include, but are not limited to:

**i. Non-Political Events**

A Non-Political Event shall mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Depot Sites);
- b. strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty-four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year
- c. any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;
- d. any delay or failure of an overseas Contractor to deliver rolling stock or equipment in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Contractor;
- e. any judgement or order of any court of competent jurisdiction or statutory authority made against the successful Bidder in any proceedings for reasons other than (i) failure of the successful Bidder to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site or the Depot Sites that could not reasonably have been expected to be discovered through a site inspection;

**ii. Indirect Political Event**

An Indirect Political Event shall mean one or more of the following acts or events:

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b. any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;

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- c. industry-wide or State-wide strikes or industrial action for a continuous period of [24(twenty-four)] hours and exceeding an aggregate period of [7 (seven)] days in an Accounting Year;
- d. failure of the Authority to permit the successful Bidder to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;
- e. any Indirect Political Event that causes a Non-Political Event; or
- f. Any event or circumstances of a nature analogous to any of the foregoing.

### **iii. Political Event**

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. Change in Law, wherein the provisions mentioned in the RFP cannot be applied.
- b. compulsory acquisition in national interest or expropriation of any Project Assets or rights of the entire scheme
- c. unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by successful Bidder to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the successful Bidder inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- d. Any event or circumstance of a nature analogous to any of the foregoing.

**iv.** Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts and freight embargoes.

7. If a Force Majeure situation arises, the Selected Bidder shall promptly notify the MPCB in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the MPCB in writing, the 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. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
9. If the duration of delay continues beyond a period of three months, Board and the Selected Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MPCB, shall be final and binding on the Selected Bidder.

### **5.13.15 Non-Fulfillment of Conditions Precedent**

1. In the event that any of the obligations of the Selected Bidder has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Employer fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Selected Bidder' obligations with regards to implementation schedule, Employer shall not be liable in any manner whatsoever to the Selected Bidder and Employer shall forthwith invoke the Performance Security Deposit and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Bidder prior to the fulfilment in full of the obligations, upon the termination of this Agreement such

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Project facilities and Project data shall immediately revert to Employer free and clear from any encumbrances or claims.

4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the obligations and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Selected Bidder linked to the delay in fulfilling the Conditions Precedent.

#### **5.13.16 Governance Schedule**

1. The Selected Bidder shall document the agreed structures in a procedural manual under the guidance and supervision of Employer.
2. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
3. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
4. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
5. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

Signature of the bidder

## 6. Guidelines for Pre- Qualification Proposal

### 6.1 Pre-Qualification Proposal Bid 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 Selection of Agency for outdoor Advertisement for MPCB in Maharashtra**

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 “Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for 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:

Signature of the bidder

### 6.2 Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

Sl. No.	Information	Details
1.	Name of Bidding firm	
2.	Address and contact details of 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 Permanent Account Number (PAN)	
7.	Company's GST	
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.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Mailing Address and contact details of Bidding firm:	
15.	Web Site Address	
16.	Firm Registration Number and Year of Registration	
17.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
18.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	

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

Authorized Signatory

Name:

Seal:

### 6.3 Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy (editable excel format) and hard copy) as mentioned in section "Key Events and Dates"

Signature of the bidder

Ref: RFP Notification number:

Bidder's Request for Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, and E-mail of the organization Tel: Fax: Email:	
Sl. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamp

Signature of the bidder

#### 6.4 Checklist for the documents for Pre-Qualification Proposal

##### Checklist as per Qualification mentioned in Section 3.22: Pre-Qualification Criteria

Sl. 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		

Sl. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
PQ 1	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  All above as amended time to time.	General Information of Bidder along with Bidder's constituting documents such as MOA, AOA, as applicable		
			Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed, as applicable		
			Copy of PAN Card		
			Copy of GST Registration		
			Power of Attorney Declaration as per <b>Annexure B</b>		
PQ 2	Turnover	The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 60 Lakhs.	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered		

Signature of the bidder



Sl. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		(FY 2020-21, FY 2021-22, FY 2022-23)	Accountant of the Bidder for total turnover as per the format <b>Annexure C</b>		
PQ 3	Net worth	The Bidder shall have Positive Net Worth for the last Financial Year. i.e., (FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed for total turnover as per the format <b>Annexure C</b>		
PQ 4	Project Experience 1	The Bidder must have experience in “*Similar works” during last three (03) years as on last date of submission of bid as per following details: One (01) project with “*Similar works” worth costing at least INR 1.60 Cr. OR Two (02) projects with “*Similar works” each costing at least costing not less than the amount equal to INR 1.00 Cr. OR Three (03) projects with “*Similar works” each costing at least not less than the amount equal to INR 0.80 Cr.	a) Bidders shall submit copy of work order along with the copy of the 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		

Signature of the bidder

Sl. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
PQ 5	Project Experience- 2	The Bidder must have experience in successfully running advertisement campaigns in at least 15 districts in any state in India	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 Clause 6.4		
PQ 6	Project Experience- 3	The Bidder must have at least 30 owned hoardings including 5 digital hoardings in Maharashtra as on bid due date.	Bidders shall submit permit copy from Competent Authority		
PQ 7	Certification	The bidder should have valid ISO 9001: 2015 certification.	Copy of valid certification as on date of submission of bid		
PQ 8	Blacklisting	The bidder should not have been debarred/blacklisted by any Government (State / Central) / Semi Government / Corporation / PSU/ UT/ ULB/ tendering department in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR, as on date of bid submission.	A self-certified letter signed by the Authorized Signatory of the Bidder as per <b>Annexure A</b>		

“\*Similar works” - Projects which involved executing similar advertising campaigns India to Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU/Private

Signature of the bidder

### 6.5 Format for Project Citation

<b>Project Title:</b>	
<b>(Attach separate sheet for each Order)</b>	
Order date	
Name of Project	
Name of Client	
Address	
Order Value in INR	
Type of Client (Government (State or Central) or Semi Government or Corporation or PSU or ULB	
<b>Brief Description of Work:</b>	
Work Start Date	
Work Completion Date	
<b>Referrals (Client side): Provide one referral only.</b>	
<b>Name</b>	
<b>Designation</b>	
<b>Role in the Project:</b>	
<b>Contact Number</b>	
<b>Email id</b>	

Signature of the bidder

## 7. Guidelines for Financial Proposal

### 7.1 Financial Proposal Cover Letter

**(Not to be enclosed along with Technical Cover)**

**(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, Opp. PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

**Subject: Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for MPCB**

**Ref: MPCB RFP No:**

Dear Sir,

We, the undersigned, offer to provide the services for “**Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for 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. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

Signature of the bidder

## 7.2 Financial Proposal Instructions

1. MPCB shall award the entire scope, as mentioned in **Section 4.0** of the RFP.
2. All factor/services/components need to be taken into consideration before filling in the rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee work order for the bids submitted.
3. All the prices are to be entered in Indian Rupees ONLY.
4. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Traveling, Lodging and other related items.
5. The Rates shall be exclusive of all taxes. Taxes shall be paid as actual at prevailing rates by MPCB at the time of releasing the payments.
6. The rates mentioned above shall be valid for the contract duration unless revised by MPCB.

Signature of the bidder

### 7.3 Format for Financial Bid

#### (COMMERCIAL BID OR PRICE BID)

Ref: MPCB RFP No: MPCB/PRO/2024/180

#### Part A: Cost of advertising per square feet

Sl. No.	Description	Qty	Basic Unit Rate (Excluding GST)	Total Amount (Excluding GST)	Total Amount (Including GST @ 18%)
1	Cost per Square feet of digital advertising (A)	1			
2.	Cost per Square feet of static hoarding (B)	1			
	<b>Total Amount (C)= (A) + (B)</b>				
	<b>Total Amount in words (inclusive of GST)</b>				

Note:

- L1 will be decided on Total Amount including GST (Cost per Square feet of digital advertising + Cost per Square feet of static hoarding)
- Payment shall be made on pro rata basis size of the advertisement boards subject to minimum size of 400 sq. ft.
- Bidder shall quote rate in INR upto two decimal places.

Signature of the bidder

## 8. Annexures

### Annexure A: 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:

E-mail address:

Signature of the bidder

## Annexure B: 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 **“Request for Proposal for Selection of Agency for outdoor Advertisement (digital and hoarding) for 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.

Signature of the bidder



### Annexure C: Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor/CA 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:

1. Financial Declaration of Bidder (FY 2020-21, FY 2021-22, FY 2022-23)

Description	Financial Year(s)		
	2020 -2021 (A)	2021-2022 (B)	2022-2023 (C)
(All Currency in INR 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 INR <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 2020-21, FY 2021-22, FY 2022-23)

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:

Telephone:

E-mail address:

Signature of the bidder

Notes:

- 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.)
- 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.
- Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 2020-21, FY 2021-22, FY 2022-23) shall submitted as supporting evidence.

Signature of the bidder

## Annexure D: Format for Self-Declaration

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

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

Sub: Declaration for having experience of

Tender Reference No:

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby confirm that the Company \_\_\_\_\_ has the experience in the advertising industry and has an established presence across Maharashtra with verifiable campaigns in at least 2 major cities in the state, immediately preceding the Bid Due Date. All the information provided in our bid and supporting documents is true and accurate to the best of my knowledge and belief.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone:

E-mail address:

Signature of the bidder

**Annexure E: Undertaking for setting up an office in Maharashtra.**

< (To be submitted on the Letter of lead bidder) >

{Place, Date }

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 15 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:

Signature of the bidder