

**Mahatma Phule Backward Class Development
Corporation Limited (MPBCDC), Department of Social
Justice and Special Assistance,
Government of Maharashtra**



**REQUEST FOR PROPOSAL: SETTING UP A PROJECT MANAGEMENT UNIT
FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR
MECHANISED SANITATION ECOSYSTEM (NAMASTE)**

RFP No. MPBCDC/06/2023

**Mahatma Phule Backward Class Development Corporation Limited (MPBCDC),
GOVERNMENT OF MAHARASHTRA**

**Shop No.25/2, Juhu Supreme Shopping Centre
Gulmohar, Cross Rd Number 9, JVPD Scheme, Juhu,
Mumbai, Maharashtra 400049**

E-mail: - gm@mpbccdc.in Website:- <https://mpbccdc.maharashtra.gov.in/>

Paper Advertisement



**MAHATMA PHULE BACKWARD CLASS
DEVELOPMENT CORPORATION LTD.
MUMBAI**

(A Government of Maharashtra Undertaking)

NOTICE FOR INVITATION OF REQUEST FOR PROPOSAL

MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD (MPBCDCL) intends to invite the RFP for **“SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)”**

The last date of submission of bid is 17/10/2023. The details can be viewed on <https://mpbcdcl.maharashtra.gov.in> website.

**GENERAL MANAGER
(MPBCDCL)**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP"), or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the Implementation Agency, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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ABBREVIATIONS

BDD: Bid Due Date
CV: Curriculum Vitae
DD: Demand Draft
EHS: Environmental and Health Safety
EMD: Earnest Money Deposited
e-RFP: Electronic Request for Proposal
FDR: Fixed Deposit Receipt
Fm: Financial Proposal
FPC: Farmer Producer Companies
FPO: Farmer Producer Organization
FTP: Full Technical Proposal
FW- Financial Weights
FX: The quote by the agency for which the score is being calculated.
GOI: Government of India
GOM: Government of Maharashtra
GST: Goods and Service Tax
HSE: Health, Safety, & Environment
INR: Indian Rupee/s
ITA: Instruction to agencies
ITB: Instruction to bidder
JV: Joint Venture
KPI: Key Performance Indicators
LLP: Limited Liability Partnership
LOA: Letter of Authority
LOI: Letter of Intent being sent by the Client to the Selected Agency
MAHAPREIT: Mahatma Phule Renewable Energy and Infrastructure Technology Limited
MPBCDC: Mahatma Phule Backward Class Development Corporation Limited
MS Act 2013: Prohibition of Employment of Manual Scavengers and their Rehabilitation, 2013
MSME: Micro, Small and Medium Enterprises
NAMASTE: National Action for Mechanized Sanitation Ecosystem
NEFT: National Electronic Funds Transfer
NSIC: National Small Industries Corporation
NSKFDC: National Safai Karamchari Finance and Development Corporation
OCBS: Quality and Cost Based Selection
PEMSR: Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013
PMU: Project Management Unit
PSU: Public Sector Unit
RFP: Request for Proposal document
RTGS: Real-Time Gross Settlement
SC: Scheduled Caste
SHG: Self Help Group
SLWM: Solid and Liquid Waste Management
SOP - Standard Operating Procedures
SSI: Small Scale Industries
ST: Scheduled Tribe
STP: Simplified Technical Proposal
TOR- Terms of Reference
TW- Technical Weights
U/RLB: Urban/Rural Local Body

Technical Proposal Submission Forms

{Notes to Agency shown in brackets {} throughout Section 3 provides guidance to the Agency to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Technical Proposal Forms

| FORM | DESCRIPTION | Page Limit |
|-------------|---|-------------------|
| Annexure 1 | Cover Letter | |
| Annexure 2 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| Annexure 3 | Agency's Organization and Experience. | |
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| Annexure 4 | CA Certificate for Financial Qualification of the Applicant | |
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| Annexure 5B | Team Composition & Man-Months | |
| Annexure 6 | Format for Power of Authority for Signing of Application | |
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| Annexure 8A | On the Terms of Reference | |
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All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Agency who signs the Proposal.

PART-1: TERMS OF REFERENCE

Section 1: LETTER OF INVITATION

Name of the Assignment: Setting up a Project Management Unit (PMU) for the Implementation of National Action for Mechanized Sanitation Ecosystem (NAMASTE).

Name of Client: Mahatma Phule Backward Class Development Corporation Limited (MPBCDC), Department of Social Justice and Special Assistance, Government of Maharashtra

1. Chairman and Managing Director, on behalf of MPBCDC Ltd., Mumbai Govt. of Maharashtra (the "Authority" or the "Client"), invites reputed, eligible agencies for submitting proposals (Online electronic bids) for "**Setting up a Project Management Unit (PMU) for the Implementation of National Action for Mechanized Sanitation Ecosystem (NAMASTE)**".
2. The time schedule for various bidding phases is given in the detailed e-RFP notice, which is also available on the website as part of the bid document.
3. A firm will be selected under Quality and Cost Based Selection method (QCBS) and in a proposal format as described in this RFP.
4. Agencies are advised that selection of Implementation Agency shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
5. A bidder will be selected under **QCBS** procedure as prescribed in the RFP Document
6. Interested bidders fulfilling eligibility conditions as mentioned in this RFP can submit their proposals online at [https:// organisations.maharashtra.nextprocure.in](https://organisations.maharashtra.nextprocure.in) as described in the RFP.
7. The Bid will be rejected in case the bidder has submitted the conditional bid and/ or the specifications of the terms to be supplied are not complied with RFP.
8. The bidder will submit the proposal by the date & time indicated in RFP and the instructions to the Agencies called project specific information.
9. MPBCDC reserves the right to accept or reject, any or all tender(s) in whole or in part, or place the orders in whole or in part, without assigning any reason or accept the offer beyond the validity period.
10. EMD must be paid by using NEFT/RTGS (Bank Details Provided In the tender document) and upload its receipt online in pdf/jpg/zip. The department will verify the transaction number of the paid amount of Tender fees and EMD after the technical opening of the tender, if any mismatch occurs the vendor will be rejected for commercial opening. DD/FDR will not be allowed for Tender Fees and EMD
11. The instructions to applicants for the detailed scope of the work are provided in the Instruction to Bidders.
12. All the bidders must purchase Class II or Class III digital certificates and the digital certificate should have pair 1. Sign Verification 2. Encryption/ Decryption
13. All the Bidders must submit/upload their documents in .pdf /jpg format.
14. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 – Instructions to Agency and RFP
 - Section 3 – Qualification Documents & Technical Proposal - Standard Forms
 - Section 4 – Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Corrupt and Fraudulent Practices
 - Section 7 – Miscellaneous
 - Section 8 – Terms of Reference

**Managing Director, MPBCDC
Government of Maharashtra**

Important Dates

| Sr. No. | Information | Details |
|----------------|--|--|
| 1. | Project Name | Setting up a Project Management Unit (PMU) for the Implementation of National Action for Mechanized Sanitation Ecosystem (NAMASTE) |
| 2. | RFP Reference No. | MBCDC/06/2023 |
| 3. | Tender Form Fee | INR 10,000 + 18% GST = INR 11,800 to be paid via NEFT/ RTGS drawn on Mahatma Phule Backward Class Development Corporation Ltd payable at Mumbai |
| 4. | Earnest Money Deposit required | Rs. 5,00,000/- in the form of NEFT/ RTGS. Bid validity period is 6 months from last date of submission |
| 5. | Start date for sale of RFP document in response to RFP notice | 26/09/2023 at 15:00 hrs. |
| 6. | Date & Time of Online/Offline Pre-Bid Meeting | 04/10/2023 at 15:00 hrs. |
| 7. | Last date of Sale of RFP document | 16/10/2023 up to 17.00 Hrs |
| 8. | Last date for submission of proposals in response to RFP | 17/10/2023 till 15:00 hrs. Late submissions will not be accepted. |
| 9. | Date and Time of Opening of Technical Bids received in response to the RFP notice. | 17/10/2023 at 16:00 hrs. |
| 10. | Addressee and Address for the RFP Tender Fees are to be Submitted | MPBCDC, Government of Maharashtra, Shop No. 25/2 Juhu Supreme Shopping Center, Gulmohar Cross Road No. 9, JVPD Scheme, Juhu, Mumbai - 400 049 https://mpbccdc.maharashtra.gov.in/ |

**General Manager
MPBCDC**

SECTION 2: INSTRUCTION TO BIDDERS

Section 2 – INSTRUCTION TO BIDDERS

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| A. General Provisions | |
| 1. Definitions | <ul style="list-style-type: none">a. “Applicant” or “Bidder” or “Agencies” shall mean the registered firm or joint ventures/ Consortium of firms who respond to the RFP to enter contract with the MPBCDC and shall include their executors, administrators, successors and submitted assignees.b. “Affiliate(s)” shall mean an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the applicant/bidder.c. “Applicable Law” shall mean the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.d. “Approved Project Cost” shall mean the sanctioned project cost of a project proposal submitted by the successful bidder and approved by MPBCDC. For ease of understanding, if a successful bidder submits a project proposal costing INR 120 and MPBCDC approves INR 100, the Approved Project Cost shall be INR 100.e. “Client” or “Authority” or “Competent Authority” shall mean the Chairman and Managing Director of MPBCDC Ltd, which signs a contract with the selected agency.f. “Contract” shall mean a legally binding written agreement signed between the Client and the successful bidder, referred to as Agency and includes all the relevant documents.g. “Data Sheet” shall mean an integral part of the Instructions to Bidders (ITB) that is used to reflect specific country and assignment conditions to supplement, but not to overwrite, the provisions of the ITB.h. “Day” shall mean a calendar day.i. “Executive Director” shall mean Executive Director of MPBCDC Ltd.j. “Personnel” shall mean, collectively, Key Personnel, Non-Key Personnel, or any other personnel of the Agency.k. “GoM” means the Government of Maharashtral. “GoI” shall mean the Government of India.m. “ITB” shall mean the Instructions to Bidders that provide the Bidder with all information needed to prepare their Proposals.n. “LOI” shall mean the Letter of Intent being sent by the Client to the Selected Agencyo. “MPBCDC” means the “Mahatma Phule Backward Class Development Corporation Ltd”, Mumbai acting through its Chairman and Managing Director. The Headquarter of the MPBCDC is Mumbai. |

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| | <p>p. “PMU” shall mean the Project Management Unit (PMU) of the MPBCDC which shall be a dedicated team responsible for implementing and managing the works listed in the Terms of Reference specified in this RFP.</p> <p>q. “RFP” shall mean this Request for Proposal prepared by the MPBCDC for the selection of the Agency to set up and manage the PMU.</p> <p>r. “Selected Agency” shall mean the successful bidder who is selected finally by the MPBCDC in response to this RFP.</p> <p>s. “Services” shall mean the work to be performed by the Selected Agency as per Terms of Reference in the Contract.</p> <p>t. “Sub-Agency” means an entity to whom the Selected Agency intends to subcontract any part of the services while remaining responsible to the Client during the performance of the Contract.</p> <p>u. “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.</p> |
| <p>2. Introduction</p> | <p>2.1. The Client named in the RFP intends to select an Agency in accordance with the method of selection specified in the RFP.</p> <p>2.2. The Agencies are invited to submit Qualification Documents, Technical Proposal, and a Financial Proposal, as specified in the RFP, for services required for the assignment named in the RFP. The Proposal will be the basis for negotiating (except financials) and ultimately signing the Contract with the selected Agency.</p> <p>2.3. The Agencies should familiarize themselves with the local conditions and consider preparing their Proposals, including attending a pre-bid meeting if one is specified in the RFP. Attending any such pre-bid meeting is optional and is at the Agencies expense. If any such pre-bid meeting is organized, a maximum of two personnel can attend the meeting on behalf of each Agency.</p> <p>2.4. The Client will timely provide, at no cost to the Agencies, the inputs, relevant project data, and reports required for the preparation of the Agency’s Proposal as specified in the RFP.</p> |
| <p>3. Conflict of Interest</p> | <p>3.1. The Agency is required to provide professional, objective, and impartial advice, always holding the Client’s interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>3.2. The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interests of its client. Failure to disclose such situations may</p> |

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| | <p>lead to the disqualification of the Agency or the termination of its Contract and/ or sanctions by the Authority.</p> <p>3.3. Without limitation on the generality of the foregoing, the Agency shall not be hired under the circumstances set forth below</p> |
| a. Conflicting activities | Not applicable, Deleted |
| b. Conflicting assignments | Not applicable, Deleted |
| c. Conflicting relationships | <p>Relationship with the Client’s staff: Agency (including its Personnel and Sub-contractors) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p> |
| 4. Unfair Competitive Advantage | <p>Fairness and transparency in the selection process require that the Agencies or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the RFP and make available to all Agencies together with this RFP all information that would in that respect give such Agency any unfair competitive advantage over competing Agencies</p> |
| 5. Corrupt and Fraudulent Practices | <p>5.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, about the RFP, including consideration and evaluation of such Applicant’s Proposal.</p> |

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| | <p>5.2. Without prejudice to the rights herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p> <p>5.3. In further pursuance of this policy, Agency shall permit and shall cause its agents, Personnel, sub- contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by Client.</p> |
| <p>6. Eligibility</p> | <p>6.1. The Client permits Agencies situated in India to offer services. Preference will be given to the agencies situated within the state of Maharashtra.</p> <p>6.2. Furthermore, it is the Agency’s responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/ or their employees meet the eligibility requirements as established by the client.</p> <p>6.3. The Agency should have a team of experts, proposed for this project, with administrative experience of networking and policy advocacy with government, local bodies, and regulatory agencies. These experts should also have technical knowledge and experience, and prior capacity building experience, with special reference to the mandate of NAMASTE, environment and sustainability related projects, and HSE compliance. in line with the Climate Change Mandate.</p> |
| <p>B. Preparation of Proposals</p> | |
| <p>7. General Considerations</p> | <p>In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> |

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| <p>8. Cost of Preparation of Proposal</p> | <p>The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.</p> |
| <p>9. Language</p> | <p>The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the Client shall be written in the language(s) specified in the RFP.</p> |
| <p>10. Documents Comprising the Proposal</p> | <p>10.1. The Proposal shall comprise the documents and forms listed in the RFP.</p> <p>10.2. If specified in the RFP, the Agency shall include a statement of an undertaking of the Agency to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3. The Agency shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form</p> |
| <p>11. Only One Proposal</p> | <p>The Agency shall submit only one Proposal. If an Agency submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p> |
| <p>12. Proposal Validity</p> | <p>The RFP indicates the period during which the Agency's Proposal must remain valid after the Proposal submission deadline.</p> |
| <p>a. Extension of Validity Period</p> | <ul style="list-style-type: none"> ● The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Agencies who submitted Proposals prior to the submission deadline to extend the Proposals' validity. ● If the Agency agrees to extend the validity of its Proposal, it shall be done without any change to the original Proposal. ● The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. |
| <p>b. Sub-Contracting</p> | <p>The Agency is allowed to sub-contract non-core services of the assignment such as technology interventions, marketing events & workshops etc. The Agency shall not subcontract core parts of the Services.</p> |

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| <p>13. Clarification and Amendment of RFP</p> | <p>The Agency may request a clarification of any part of the RFP during the period indicated in the RFP before the Pre-bid meeting. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the RFP. The Client will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the client’s website. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> ○ At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendments shall be uploaded on the client’s website and will be binding on the agencies. The Agencies shall update themselves by visiting the client’s website regularly, for not being updated by the Agencies themselves, Client bears no responsibility. ○ If the amendment is substantial, the Client may extend the proposal submission deadline to give the Agencies reasonable time to take an amendment into account in their Proposals. |
| <p>14. Preparation of Proposals – Specific Considerations</p> | <p>While preparing the Proposal, the Agency must give particular attention to the following:</p> <ul style="list-style-type: none"> ○ The Client may indicate in the RFP the estimated Key Personnel’ time input (expressed in person- month) ○ If stated in the RFP, the Agency shall include in its Proposal at least the same time input (in the same unit as indicated in the RFP) of Key Personnel, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the RFP. |
| <p>15. Qualification Documents, Technical Proposal Format and Content</p> | <ul style="list-style-type: none"> ○ The Qualification Documents and Technical Proposal shall not include any financial information. Qualification Documents and Technical Proposals containing material financial information shall be declared non-responsive. ○ Agency shall not propose alternative Key Personnel. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non- responsive. ○ Depending on the nature of the assignment, the Agency is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the RFP and using the Standard Forms provided in Section 3 of the RFP. ○ The Applicant should sign/initialize each page of the document as a part of acceptance of all terms and conditions. |

- The Applicant should submit the form of Technical Proposal and Financial Proposal as directed in this document.
- The Technical Proposal shall contain the following documents:
 - Signed Tender Document
 - Table of Contents listing the various sections included in the proposal.
 - Cover Letter (Annexure 1)
 - Technical Proposal: Each Applicant must include in the proposal an Executive Summary, Technical Approach and methodology proposed for accomplishing the scope of work, discuss the roles and responsibilities of the project team, and describe how the proposed team meets the requirement set forth in this RFP. (Annexure 2)
The proposal should be sufficient in detail to allow an objective analysis of the firm's capabilities and envisioned work plan in comparison with competing firms.
 - Agency Organization and Experience: Details of claimed relevant experience of the Applicant shall be submitted as per format (Annexure 3)
 - Annual Turnover – The Applicants should submit their Annual Turnover during the past three years as per the audited balance sheets along with supporting documents. (Annexure 4).
 - Team Composition: Curriculum Vitae of key personnel for engagement in this assignment. (Annexure 5).
The Team Leader/Project Manager shall be in the roles of bidding Applicant at least for the last one year preceding the Bid Due Date (BDD).
 - Power of Authority: An authorized person of the firm shall sign the proposal, on behalf of the firm. The Power of Authority of the authorized person should be on stamp paper duly notarized, or Board resolution should be submitted along with the proposal. (Annexure 6)
 - Statement of Legal Capacity (Annexure 7)
 - Comments and Suggestions on the ToR, Counterpart Staff, and Facilities to be provided by client. (Annexure 8)
 - All necessary forms and statements for the various miscellaneous provisions explained in this document must be completed, properly signed, and submitted with the proposal.
 - The technical proposal to be provided by the bidder shall be prepared as per the Formats mentioned above. Scanned Copies of all documents shall be uploaded online under the tab 'Technical Envelope'.
 - All bidders shall note, only online submission of proposal on the e-tender portal shall be considered.

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| <p>16. Financial Proposal</p> | <ul style="list-style-type: none"> ○ The Financial Proposal shall be prepared using the Standard Form provided in Section 4 of the RFP. It shall be the lump sum cost per month associated with the assignment. ○ The Applicant firm (all firms in case of Joint Venture applicants) should be in existence for a minimum of 3 years and should be financially sound. <ul style="list-style-type: none"> - The Applicant's minimum average annual turnover for the last three financial years should be Rs 1,00,00,000/- (Rupees One Crore only), - The Firm should be in profit in each year of the last three years, and - The Firm's net worth as of 31st March 2023 should be positive. ○ The Applicant shall quote monthly lump sum fees in Indian Rupees, including incidental expenses (site visits, travel, accommodation, communication, out-of-pocket expenses) but exclusive of GST. ○ The Financial Proposal shall be uploaded online under the tab 'Financial Envelope'. |
| <p>a. Taxes</p> | <p>The Agency and its Sub-Agency and Personnel are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the RFP. Information on taxes in the Client's country is provided in the RFP.</p> |
| <p>b. Currency of Proposal</p> | <p>The Agency may express the price for its Services in the currency or currencies as stated in the RFP. If indicated in the RFP, the portion of the price representing local cost shall be stated in the national currency.</p> |
| <p>c. Currency of Payment</p> | <p>Payment under the Contract shall be made in the currency of the client's country.</p> |
| <p>17. Earnest money Deposit (EMD)</p> | <p>17.1 An EMD amount as indicated in the RFP in the form of online transfer in favor of the client's name indicated in the RFP and payable at place as mentioned in the RFP, must be submitted along with the Proposal.</p> <p>17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p>17.4 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.</p> <p>17.5 The EMD of the successful bidder would be released on submission of Performance Bank Guarantee as per the RFP requirements.</p> |

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| <p>18. The EMD shall be forfeited by the Client in events</p> | <p>18.1. If the Proposal is withdrawn during the validity period or any extension agreed by the Agency thereof.</p> <p>18.2. If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.</p> <p>18.3. If the Agency tries to influence the evaluation process</p> |
| <p>19. Bid documents and Processing Fees</p> | <p>19.1. All Agency are required to pay amount as indicated in the RFP towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ul style="list-style-type: none"> a. Bid Documents and Bid Processing fee shall be paid online and receipt of the same shall be submitted along with qualification document. b. The Bid Documents fee is non-Refundable. <p>19.2. Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</p> |
| <p>C. Submission, Opening and Evaluation</p> | |
| <p>20. Submission, Sealing, and Marking of Proposals</p> | <p>20.1. The Agency shall upload scanned copies of the signed and complete Proposal comprising the documents and forms in accordance with Section 3. The proposal shall be submitted online on the tender website. The evaluation will be done based on the document uploaded.</p> <p>20.2. An authorized representative of the Agency shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of authority attached to the Technical Proposal.</p> <p>20.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>20.4. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the RFP. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>20.5. The Proposal or its modifications must be uploaded on the website online and no later than the deadline indicated in the RFP, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.</p> |

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| | <p>20.6. The Authorized Signatory shall sign or initial each page of the proposal documents along with the Firm’s seal. They should also sign & stamp each page of the Tender Document & return the same along with proposal to Authority.</p> <p>20.7. Power of Authority shall be enclosed as proof of Authorization.</p> |
| <p>21. Confidentiality</p> | <p>21.1. From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>21.2. Any attempt by an Agency or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>21.3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if an Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> |
| <p>22. Performance Security</p> | <p>The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee, to be furnished upon its selection and the issue of the LOI by the client shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damages payable to the Authority for, <i>inter alia</i>, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <p>(a) if an Applicant engages in any of the Prohibited Practices specified in this RFP.</p> <p>(b) if the Applicant is found to have a Conflict of Interest as specified in this RFP; and</p> <p>(c) if the selected Applicant commits a breach of the Agreement.</p> |
| <p>23. Opening of Technical Proposals</p> | <p>23.1. The Client’s Evaluation Committee under the Chairmanship of Chairman & Managing Director, MPBCDC, shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Agency’s authorized representatives who</p> |

| | <p>choose to attend online. The opening date, time and the address are stated in the RFP.</p> <p>23.2. Proposals received online by the due date and time shall only be considered for opening and evaluation. Proposals other than stated will be summarily rejected.</p> <p>23.3. In case of any change in opening of technical proposals, the applicants will be duly intimated with the date, time and venue for opening of the same.</p> <p>23.4. The authorized representatives of the participating Applicants are requested to be present during proposal opening.</p> <p>23.5. Name of the Applicant firms that submitted the proposals will be read aloud in the presence of Applicants' authorized representatives.</p> <p>23.6. The details of the authorized representatives, present for the proposal opening, will be recorded.</p> | | | |
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| <p>24. Proposals Evaluation</p> | <p>24.1. Subject to the provision of the RFP, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded.</p> <p>24.2. The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under the RFP. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Qualification documents, Technical and Financial Proposals.</p> <p>24.3. Evaluation of Technical Proposal shall be undertaken only if all the documents are submitted as defined.</p> <p>24.4. The eligible proposals will be opened and checked for submission of all mandatory documents duly signed as per the list provided in section 3 of the Tender Document and in the prescribed formats. MPBCDC shall take a decision at its sole discretion with regards to proposals without any of the said documents or documents submitted in any format other than that prescribed</p> | | | |
| <p>25. Evaluation of the Qualification Documents and Technical Proposals</p> | <p>The Client's evaluation committee under the Chairmanship of Chairman & Managing Director, MPBCDC, shall evaluate the Qualification Documents and Technical Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet.</p> <table border="1" data-bbox="547 1821 1477 1944"> <thead> <tr> <th data-bbox="547 1821 632 1944">SN</th> <th data-bbox="632 1821 1275 1944">PARAMETER</th> <th data-bbox="1275 1821 1477 1944">MINIMUM REQUIREMENT</th> </tr> </thead> </table> | SN | PARAMETER | MINIMUM REQUIREMENT |
| SN | PARAMETER | MINIMUM REQUIREMENT | | |

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| | A) | Firm's Experience | |
| | 1. | Experience in similar activities | 1 project |
| | 2. | Experience in setting up PMU with any Government Agency for minimum one years | 1 project |
| | 3. | Experience in working with local and state authorities | 1 project |
| | 4. | Experience in organizing training and capacity building workshops | 2 projects |
| | 5. | Client Completion Certificates OR in the absence of client certificate the firm can submit proof of receipt of minimum 90% of project payment OR Self-Certification. | |
| | | | |
| | B) | Personnel Experience | Work Experience |
| | 1. | Team Leader | 30 years |
| | | Academic Qualification: PG in Environment Science / Public Administration/relevant field Work experience: Running a PMU in a Government agency, handling projects/works with State and Local Government agencies and in Policy Advocacy. | |
| | 2. | Senior Technical Expert | |
| | Academic Qualification: Graduate in Mechanical/Civil Engg. Work experience: Managing operations of sewerage systems and septic tanks for U/RLBs, capacity building, developing manuals and guidelines and engaging with the stakeholders on the subject matter. | 25 years | |

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| | 3. | Technical Expert Consultant | 20 years |
| | | Academic Qualification: Graduate in relevant science/Engg. fields Work experience: Experience in sewerage and septic tanks operations and communication with U/RLBs | |
| | 4. | Senior Research Consultant | 15 years |
| | | Academic Qualification: PG in Environmental Science/Life Sciences/Environmental Engineering/Environmental Planning Work experience: Research in environment and related subjects, data analysis and communication of findings | |
| | 5. | Project Coordinator | 5 years |
| | | Academic Qualification: Graduate in Environmental Science/Life Sciences/Ecology/Environmental Engineering Work experience: Knowledge of environmental services, capability to support research, strong communication and coordination skills | |
| | <p>a. Minimum Eligibility: The Applicant shall meet the minimum eligibility criteria as stated above.</p> <p>b. Proposals meeting the minimum eligibility criteria will only be considered for further evaluation.</p> <p>c. Applicants not meeting the minimum eligibility criteria, as above, shall be deemed to be disqualified and will be excluded from further evaluation of their tender. No Correspondence or representation will be entertained, and the Authority's decision will be final in this regard.</p> <p>d. Evaluation of Technical Proposal will be taken up only if the applicant meets the minimum eligibility criteria.</p> <p>e. Maximum marks under Technical Proposal are 100, with the following breakup:</p> <ul style="list-style-type: none"> • Firm Experience: 30 marks • Personnel Experience: 40 marks • Approach & Methodology: 30 marks | | |

f. The technical proposals will be marked based on the following evaluation criteria.

| SR | Scoring Parameter | Max Marks |
|----------|--|------------------|
| A | <u>Firm Experience¹</u> | <u>30</u> |
| 1. | Similar Experience (20 marks) | |
| | 1 project | 10 |
| | 2 projects | 15 |
| | 3 projects | 20 |
| 2. | Assignments for Central / State govt authorities (10 marks) | |
| | 1 project | 5 |
| | 2 projects | 7.5 |
| | 3 projects | 10 |
| | 1+2 | 30 |

| SR | Scoring Parameter | Marks | Required Person Days/Month (1 Person Month = 22 Days) |
|-----------|---|----------------------|--|
| B. | Personnel Experience | 40 | |
| 1 | Team leader | 12 (4+8) | 8 |
| | Academic Qualification: Postgraduate (PG) in Environment Science / | PG - 2 | |
| | | PHD/Double PG - 4 | |

¹ If the firms meet the minimum qualification criteria, then they are allowed to take their key personnels' experience for scoring.

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| | Public Administration / relevant field | | |
| | Experience: Running a PMU in a Government agency, handling projects/works with State and Local Government agencies and in Policy Advocacy | 1 project - 4 | |
| | | 2 projects - 6 | |
| | | 3 projects - 8 | |
| 2 | Senior Technical Expert | 10 (3+7) | 8 |
| | Academic Qualification: Graduate (G) in Mechanical/Civil Engg. | G - 1.5 | |
| | | >G - 3 | |
| | Experience: Managing operations of sewerage systems and septic tanks for U/RLBs, capacity building, developing manuals and guidelines and engaging with the stakeholders on the subject matter. | 1 project - 3.5 | |
| | | 2 projects - 5 | |
| | | 3 projects - 7 | |
| 3 | Technical Expert Consultant | 6 (2+4) | 8 |
| | Academic Qualification: Graduate in relevant science/Engg. fields | G - 1 | |
| | | >G - 2 | |
| | Experience: Experience in sewage and septic tanks operations and communication with U/RLBs | 1 project - 2 | |
| | | 2 projects - 3 | |
| | | 3 projects - 4 | |
| 4 | Senior Research Consultant | 6 (2+4) | 12 |
| | | PG - 1 | |

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| | <p>Firm shall provide 3 associates (graduates in environmental science/engineering) for 22 working days/month having proficiency in computers.</p> <p>(i) Presentation will be on adequacy and quality of proposed approach, methodology, work plan and understanding of the project. Evaluation will be based on the quality of presentation made by the bidding firm, and the presentation should address the ability of the consulting firm to address key objectives of the project.</p> <p>(ii) The technical proposals shall be evaluated by the MPBCDC, and marks will be awarded based on the above stipulations.</p> <p>(iii) MPBCDC's decision in this regard shall be final and binding on all the parties.</p> |
| <p>26. Public Openings of Financial Proposals</p> | <p>26.1. The Financial Proposal of only those Firms that scored a minimum of Seventy (70) marks in the Technical Proposal will be opened.</p> <p>26.2. The Financial Proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Proposal format/ requirements, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected, and such Applicant will be eliminated from further evaluation process.</p> <p>26.3. Requirements for Substantial Compliance: Prior to the detailed evaluation of the Financial Proposal, it would be determined whether each Financial Proposal:</p> <p>(i) Has been properly signed and contains the required representations or commitments.</p> <p>(ii) Is presented in a manner that conforms to the requirements of the Tender Document including the specified format.</p> <p>26.4. Material Deviation: A material deviation or reservation is one:</p> <p>(i) Which affects in any substantial manner the requirements of the Tender Document and performance of the Project; or</p> <p>(ii) Which is substantially inconsistent with the requirements of the Tender Document,</p> <p>(iii) Whose rectification would affect unfairly the competitive provision of other competing Applicants presenting substantially responsive proposals.</p> <p>26.5. Evaluation:</p> <p>(i) For financial evaluation, the Price Bid for the consultancy assignment indicated in the Financial Proposal, excluding GST, shall be considered.</p> <p>(ii) The MPBCDC will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the</p> |

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| | <p>Consultant. The lowest Financial Quote (FM) will be given a financial score (SF_x = SF) of 100 points. The financial scores of other proposals (SF_x) will be computed as follows:</p> <p>a) $SF_x = 100 \times (FM/FX)$, where</p> <p>b) FM is the least Financial Quote FX is the quote by the agency for which the score is being calculated.</p> |
| 27. Correction of Errors | Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| 28. Taxes | The Client's evaluation of the Agency's Financial Proposal shall include taxes and duties in the Client's country in accordance with the instructions in the RFP. |
| 29. Conversion to Single Currency | For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the RFP. |
| 30. Quality- and Cost- Based Selection (QCBS) | <p>Proposals will finally be ranked according to their combined technical (ST_x) and financial (SF_x) scores as follows:</p> <p>Combined Score (S_x) = ST_x x TW + SF_x x FW</p> <p>a. Where TW and FW are weights assigned to the Technical Proposal and Financial Proposal respectively, which shall be 80% and 20% respectively.</p> <p>b. The Selected Bidder shall be the Bidder with the highest combined score. The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws or fails to comply with the requirements specified.</p> <p>Criteria for selection of consultant: The sole criterion for selection of the consultant is the highest combined technical and financial scores in the ratio of 80:20 respectively (80% technical score and 20% financial score). In the event of more than one Applicant scores the same highest marks, the Applicant with the highest Technical Score will be chosen. If still there is a tie, The Authority may call those Applicants (limited to only such Applicants) for resubmission of the financial proposal. In such a case, Applicant that offers the lowest price quote will be the selected consultant.</p> |
| D. Negotiations and Award | |

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| 31. Negotiations | The negotiations will be held at the date and address indicated in the RFP with the Agency’s representative(s) who must have written authority of the Agency to negotiate and sign a Contract on behalf of the Agency. |
| a. Availability of Key Personnel | <ul style="list-style-type: none"> ● The invited Agency shall confirm the availability of all Key Personnel included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with the RFP. Failure to confirm the Key Personnel’ availability may result in the rejection of the Agency’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Agency. ● Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. |
| 32. Conclusion of Negotiations | <p>32.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Agency’s authorized representative.</p> <p>32.2. If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity for the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations</p> |
| 33. Award of Contract | <p>33.1. After completing the negotiations, the Client shall sign the Contract, publish the award information as per the instructions in the RFP; and promptly notify the other technically qualified Agencies or upload the details on the website.</p> <p>33.2. The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> |

RFP

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| 1. General |
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| 1.1. | <p>Name of the Client: Mahatma Phule Backward Class Development Corporation Limited (MPBCDC), Department of Social Justice and Special Assistance, Government of Maharashtra</p> <p>Method of selection: Quality and Cost Based Selection.</p> |
| 1.2. | <p>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal: Yes</p> <p>The name of the assignment is: SELECTION OF AGENCY FOR SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE) for a period of Two Years</p> |
| 1.3. | <p>A pre-bid meeting online/offline will be held on 04/10/ 2023, 15:00 hrs.</p> <p>Your queries may be sent by e-mail, before the pre-bid meeting. The responses to the Prebid meeting will be uploaded on the website of MPBCDC</p> <p>Address:</p> <p>Mahatma Phule Renewable Energy & Infrastructure Technology Ltd., Pinnacle Corporate Park, Next to Trade Centre, B-501 – 502, Bandra Kurla Complex, Bandra (East) – 400051.</p> <p>E-mail: - gm@mpbccdc.in</p> <p>Website: - https://mpbccdc.maharashtra.gov.in</p> <p>Contact person/ coordinator: General Manger, MPBCDC – 7769069970. CGM (IT), MAHAPREIT – 9594077550.</p> |
| 1.4. | <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As required and applicable under relevant provisions of the Department</p> |
| <p>2. Preparation of Proposals</p> | |
| 2.1. | <p>This RFP has been issued in the English language. Proposals shall be submitted in English Language. All correspondence exchange shall be in English Language.</p> <p>No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p> |
| 2.2. | <p>The Proposal shall comprise the following:</p> <p>Qualification Documents (Technical Bid) consist of the following documents.</p> <p>Appendix 1: Qualification Documents Proposal Submission Form</p> <p>Appendix 2: Format for affidavit certifying that consulting firm is not blacklisted.</p> |

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| | <p>AND</p> <p>Annexure 1: Technical Proposal Submission Form Annexure 2: Description of Approach, Methodology, And Work Plan in Responding to the Terms of Reference Annexure 3: Agency’s Organization and Experience Annexure 4: CA Certificate for Financial Qualification of the Applicant Annexure 5A: Curriculum Vitae (CV) only for key profiles Annexure 5B: Team Composition & Man-Months Annexure 6: Format for Power of Authority for Signing of Application Annexure 7: Statement of Legal Capacity Annexure 8: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client. Annexure 8A: On the Terms of Reference Annexure 8B: On Counterpart Staff and Facilities</p> <p>AND</p> <p>Financial Proposal (Price bid) (Online submission only): (1) FIN-1 Financial Proposal Submission Form</p> |
| 2.3. | Statement of Undertaking is required: No |
| 2.4. | Participation of Agencies, Sub-Contractor, Key Personnel, sub-Agencies and Non-Key Personnel in more than one Proposal is permissible: No |
| 2.5. | Proposals must remain valid for 120 (one hundred and twenty) calendar days after the proposal submission deadline. |
| 2.6. | Clarifications may be requested no later than 01 (one) day prior to the pre-bid meeting date 04/10/2023 up to 3 PM. |
| 2.7. | Time inputs as per the Detail provided in the TOR. |
| 2.8. | The format of the Technical Proposal to be submitted is: Full Technical proposal (FTP). Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| 2.9. | Reimbursable Expenses: No, as mentioned in the TOR |
| 2.10. | Price Adjustment A price adjustment provision applies to remuneration rates: NO. |

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| 2.11. | <p>Amount payable by the Client to the Agency under the contract to be subject to local taxation: Yes.</p> <p>The Client will</p> <ul style="list-style-type: none"> ● Reimburse the Agency for indirect local taxes (including Goods and Services Tax and duties as per relevant provisions) |
| 2.12. | <p>The Financial Proposal shall be stated in the following currencies:</p> <p>Agency shall express the price for their Services in the (Financial Proposal only) in Indian Rupees only.</p> |
| 2.13. | <p>An EMD of INR. 5,00,000 (Indian Rupees Five Lakh) in the form of NEFT/ RTGS. The bank Account for the same is as below:</p> <p>Account Name: MPBCDC Ltd A/c Account No.: 001105026934 Bank Name: ICICI Bank Branch: Sagar Avenue, SV Road, Andheri West, Mumbai400058. IFSC Code: ICIC00000011.</p> |
| 2.14. | <p>Bid Documents and bid processing fee INR. 10,000/- plus 18 % GST (Indian Rupees Ten Thousand plus 18% GST) shall be paid in the form of NEFT/ RTGS. The bank Account for the same is as below.</p> <p>Account Name: MPBCDC Ltd A/c Account No.: 001105026934 Bank Name: ICICI Bank Branch: Sagar Avenue, SV Road, Andheri West, Mumbai400058. IFSC Code: ICIC00000011.</p> |
| <p>3. Submission, Opening and Evaluation</p> | |
| 3.1. | <p>The Agencies shall submit their Proposals and online only.</p> <p>Note to the Agencies for e tendering:</p> <ol style="list-style-type: none"> In participation in e-tendering of Authority, it is mandatory for prospective Agencies to get registered on website of e-tendering agency. Thus, it is advised to all prospective Agencies to get registration by making online registration fees. It is mandatory that the Agencies are required to sign their bids online using Class-II or Class-III Digital Signature Certificates, so the same should be obtained at the earliest if not obtained already. For further information regarding the issue of Digital Signature Certificate, the Agencies may visit the website of e-tendering agency. If an Agency is bidding for the first time for e-tendering, then it is obligatory on the part of the Agency to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. For any type of clarifications Agencies can reach out to Help Line No - 9028672454 & 7506797596 or 9356477055 or email - helpdesk@nextenders.com |

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| | <p>e. The original proposal, technical Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agencies themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP.</p> <p>f. An authorized representative of the Agencies shall initialize all pages of the original Technical Proposals. The authorization shall be in the form of a written power of authority accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.</p> <p>g. The Financial Proposal shall be submitted online only and shall be sealed digitally. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.</p> |
| 3.2. | <p>The Agency must submit the following: Online submission.</p> <p>a. Technical Proposal (Technical Bid) - (Scanned copy of original Qualification Documents and Technical proposal, EMD, Power of Authority, bid documents and Bid Processing Fees in pdf format, signed, and scanned common set of deviations)</p> <p>b. Financial Proposal. (Price bid)</p> |
| 3.3. | <p>The technical proposal will be opened online and after evaluation of technical proposal, score will be declared, and the financial proposal of technically qualified bidders will be opened online only.</p> |

| A. <u>Pre-Qualification Documents (Envelop A)</u> | | |
|--|---|---|
| Sr. No | Criteria | Documents |
| 1. | The Bidder shall be an entity incorporated under the Indian Companies Act 1956/2013 or LLP or Joint Venture or consortium of such entities. | <ul style="list-style-type: none"> • Certificate of Incorporation/ Partnership Deed along with PAN, GST registration certificate |
| 2. | Financial Capability: The average annual turnover of the Applicant or Applicant firm in JV/Consortium of firms from the last 3 financial years ending 31 March 2023; shall be minimum Rs. One Crore. | <ul style="list-style-type: none"> • Copies of relevant pages from the Audited Financial Statements • CA Certificate |
| 3. | The bidder shall have positive net worth as per the audited annual financial statement of last financial year. | <ul style="list-style-type: none"> • CA certificate |

| A. <u>Pre-Qualification Documents (Envelop A)</u> | | |
|---|---|--|
| Sr. No | Criteria | Documents |
| 4. | The Agency should have a team of experts, proposed for this project, with administrative experience of networking and policy advocacy with government, local bodies, and regulatory agencies. These experts should also have technical knowledge and experience, and prior capacity building experience, with special reference to the mandate of NAMASTE, environment and sustainability related projects, and HSE compliance. | <ul style="list-style-type: none"> ● Copy of Work Order/ Contract AND ● Client completion certificate or Self Declaration on the letter head of the company by authorized signatory with supporting documents. |
| 5. | Blacklisting: The Agency should not be blacklisted by any state/ central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid | Self-declaration on the letter head. |
| <p>OTHER SPECIFIC CONDITIONS:</p> <p>In the case of JV/Consortium of firms, the member / members shall fulfill all the minimum eligibility criteria.</p> <ol style="list-style-type: none"> a. The JV/Consortium of firms shall declare the Lead Member which should not be changed subsequently after the award of the work till the completion of assignment in all respect. b. The work experience of any member of the Joint Venture will be considered for evaluation and experience. However, the credentials of a sub- contractor will not be considered for minimum eligibility. c. The bidder who has purchased the "Tender Document" must be a member of Joint Venture. d. Bidder or its consortium should have registered office in India. e. The number of JV/Consortium of firm's partners will be limited to two including lead member. f. Not with-standing anything stated above, the MPBCDC reserves the right to verify and assess the Bidder's capability and capacity to perform the works and such decision of the MPBCDC cannot be questioned. g. The Bidder does not anticipate change in the ownership during the validity of this bid (If such change is anticipated, the scope and effect thereof shall be defined). h. The bidder should not be blacklisted by any Central or State Government or Public sector undertaking in India or Any Other Entity. i. The Bidder shall submit copies of PAN & Service Tax Registration. | | |

| A. <u>Pre-Qualification Documents (Envelop A)</u> | | |
|--|--|------------------|
| Sr. No | Criteria | Documents |
| | <p>j. Bids submitted by those bidders without the necessary details of their qualifying criteria along with documentary evidence in support of their claim shall be rejected.</p> <p>k. The bid documents submitted shall be the property of the MPBCDC.</p> <p>l. Bids shall be submitted for the complete scope of work as envisaged and bid submitted for partial scope of work shall be rejected.</p> <p>m. MPBCDC does not bind itself to accept any of the bids. MPBCDC also reserves the right to reject any bid (partly or fully) or all bids without assigning any reasons.</p> | |

| B. <u>Technical Proposal (Envelop B): Evaluation Criteria</u> | |
|--|--|
| Sr. No | Parameter |
| Technical Capability | |
| 1 | The bidder is Company under Company Act/LPP/Joint Venture/ Consortium of firms |
| 2. | The average annual turnover of the Applicant or Applicant firms in JV / Consortium of firms from the last 3 financial years ending 31 March 2023; shall be minimum Rs. One Crore. |
| 3 | The bidder shall have positive net worth as per the audited annual financial statement of last financial year. |
| 4 | The Agency shall have a team of experts, proposed for this project, with administrative experience of networking and policy advocacy with government, local bodies, and regulatory agencies. These experts should also have technical knowledge and experience, and prior capacity building experience, with special reference to the mandate of NAMASTE, environment, and sustainability related projects, and HSE compliance. |
| Approach & Methodology | |
| 5 | Each Applicant must include in the proposal an Executive Summary that summarizes important features of the proposal, brief description of the Consultant's approach to the scope of work, a description of the project team, and a description of how the proposed team meets the requirement set forth in this RFP. The Executive Summary should not be more than 2 to 3 pages. Brief Corporate Profile along with Experience in handling similar |

| | |
|--|---|
| B. <u>Technical Proposal (Envelop B): Evaluation Criteria</u> | |
| Sr. No | Parameter |
| | assignments including Completion certificates satisfying the eligibility criteria mentioned above. |
| Total | |
| 1.1. | <p>C. <u>Financial Proposal (Price bid):</u></p> <p>Key considerations</p> <ul style="list-style-type: none"> ● The minimum technical score required to pass is 70. ● The financial bids of the qualified bidders will be opened online. ● The Client’s Evaluation Committee under the Chairmanship of Chairman & Managing Director, MPBCDC, would scrutinize the commercial bids. The bids found lacking in strict compliance with the commercial bid format set out under this RFP shall be rejected immediately. <p>Evaluation Process</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial Score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.8, and P = 0.2</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> |
| 4. Negotiations and Award | |
| 1.1. | <p>Expected date and address for contract negotiations: Date and Address shall be intimated to the selected bidder</p> |

| | |
|------|---|
| 1.2. | The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Will be done within seven days of completion of contract negotiation |
| 1.3. | Expected date for the commencement of the Services: within 30 days from signing of Contract |
| 1.4. | Important Dates provided in Important Dates and Information section |

Section 3: Qualification documents and Technical Proposal Standard Forms

Section 3. Qualification documents and Technical Proposal – Standard Forms

Qualification documents

D. Appendix 1: Qualification Documents Proposal Submission Form

[On the Letter head of the Applicant]

{Location, Date}

To:

General Manger, MPBCDC, Govt. of Maharashtra,
Shop No.25/2, Juhu Supreme Shopping Centre
Gulmohar, Cross Rd Number 9,
JVPD Scheme, Juhu, Mumbai,
Maharashtra 400049

Ref: REQUEST FOR PROPOSAL: SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)

Dear Sirs

I, the undersigned, offer to provide the services for **SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)** in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b. Our Proposal shall be valid and remain binding upon us for the period specified in the RFP.
- c. We have no conflict of interest in accordance with the RFP.
- d. We meet the eligibility requirements as stated in the RFP and we confirm our understanding of our obligation to abide by the Client’s policy regarding corrupt and fraudulent practices as per the RFP.
- e. We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State Government or Government of India or any multilateral funding agency or any Government of all the eligible countries.
- f. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.

- g. Except as stated in the RFP, we undertake to negotiate a Contract based on the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in the RFP may lead to the termination of Contract negotiations.
- h. We confirm that our application is valid for a period of 120 (one hundred and twenty) days from _____ (Application submission online Due Date)
- i. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the RFP.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain.

Yours sincerely,

Authorized Signature **{In full and initials}**:__

Name and Title of Signatory:__

Name of Agency (company's name):

In the capacity of:_____

Address:_____

Contact information (phone and e-mail):

E. Appendix 2: Format for affidavit certifying that consulting firm is not blacklisted.

**(On a Stamp Paper of relevant value)
Affidavit**

M/s., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s or partner/s or director/s or Associate firm are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on _____.

We further confirm that we are aware our application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered about the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated this Day of, 2023

Name of the Applicant

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

F. Annexure 1: Technical Proposal Submission Form

{Location, Date}

To:

General Manger, MPBCDC, Govt. of Maharashtra,
Shop No.25/2, Juhu Supreme Shopping Centre
Gulmohar, Cross Rd Number 9,
JVPD Scheme, Juhu, Mumbai,
Maharashtra 400049

Ref: REQUEST FOR PROPOSAL: SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)

Dear Sirs

I, the undersigned, offer to provide the services for **SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)** in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope.”

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b. Our Proposal shall be valid and remain binding upon us for the period of time specified in the RFP.
- c. We have no conflict of interest in accordance with RFP.
- d. We meet the eligibility requirements as stated in the RFP, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per the RFP.
- e. We, along with any of our sub-contractor, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- f. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- g. Except as stated in the RFP, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in the RFP may lead to the termination of Contract negotiations.
- h. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the RFP.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Agency:

Address: _____

Contact information (phone and e-mail): _____

G. Annexure 2: Description of Approach, Methodology, And Work Plan in Responding to the Terms of Reference

(For Full Technical Proposal Only)

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a. Executive Summary
- b. Technical Approach, Methodology, and presentation
- c. Work Plan
- d. Organization and Staffing

- a. **Executive Summary:** The Executive Summary should summarize important features of the proposal and not be more than 2 to 3 pages.
- b. **Technical Approach, Methodology and presentation.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/ copy the TORs in here.**}
- c. **Work Plan.** {Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

| Week | 1 | 2 | 3 | 4 | 5 | 6 |
|---|----------|----------|----------|----------|----------|----------|
| Sequence of Activities / Sub Activities | | | | | | |

| | | | | | | |
|---|--|--|--|--|--|--|
| ↓ | | | | | | |
|---|--|--|--|--|--|--|

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception, Periodic Reports) and other associate sub-periodic activities.

- d. **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Personnel} proposed for implementation of this project.

Authorized Signatory *[In full and initials]:*

Name and Designation: _____

Date and Seal _____

H. Annexure 3: Agency's Organization and Experience

Form TECH-2: a brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Agency's Key Personnel and Sub-contractor who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a consortium or a sub-consultancy, the amount paid to the Agency), and the Agency's role/ involvement.

A - Agency's Organization

1. Provide here a brief description of the background and organization of your company,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Agency's Experience

1. List of experience as per the Technical Criteria (Copy of Work Orders or Contract agreement or Completion Certificate or Experience Certificate from the competent authority needs to be attached.)
2. List only those assignments for which the Agency is/ was legally contracted by the Client as a company or is/was one of the consortium partners. Assignments completed by the Agency's individual personnel working privately or through other consulting firms cannot be claimed as the relevant experience of the Agency. The Agency should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.
3. The Client permits Agencies (firms from all countries) to offer consulting services. [The following table shall be filled in for the Agency] Applicant/ Legal Name: *[insert full name]* Date: *[Insert day, month, year]* Tender no and Title: *[Insert Tender number] Page [Insert Page Number] of [Insert total number of pages]* *[Identify contracts that demonstrate relevant experience pursuant to Qualification criteria and Requirements.]*

| | |
|--|---------------|
| Assignment Name: | Project Cost: |
| Country: Location within the Country: | Duration: |

| | |
|---|---|
| Name of Client: | Total No. of person-months of the assignment: |
| Address of Client: | Approx. value of the services provided by your firm under the contract (in current Rs): |
| | No. of person-months provided by your firm: |
| Start Date (month/year): Completion Date (month/year): | No. of professional person-months provided by the Agency partners or the Sub-Agencies: |
| Name of associated Agency's, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): Project Leader: Project Manager: Team Members: |
| Narrative description of Project in brief: | |
| Description of actual services provided by your firm in the assignment: | |
| Name of Firm: | |

I. Annexure 4: CA Certificate for Financial Qualification of the Applicant

| S. No. | Financial Year | Annual Turnover (Rs. crore) |
|---|------------------------|--|
| 1 | Financial Year 2020-21 | |
| 2 | Financial Year 2021-22 | |
| 3 | Financial Year 2022-23 | |
| Average Annual Turnover from three financial years | | |

Note: The audited Financial Statement for the corresponding year has to be attached.

Name of the CA issuing the certificate

Name of the CA Firm:

Seal of CA Firm:

Date:

(Signature, name, and designation of the authorized signatory for the CA Firm)

J. Annexure 5: Information on Key Personnel, Experience, and Contribution

A - Curriculum Vitae (CV) only for key profiles

1. Proposed Position:

2. Name of Firm:

3. Name of Expert:

4. Current Residential Address:

Telephone No.:

Email Address:

5. Date of Birth:

6. Citizenship:

7. Education:

| Degrees Obtained | Name of University / Institution | Year of Obtainment |
|-------------------------|---|---------------------------|
| | | |
| | | |
| | | |

8. Membership in Professional Associations:

9. Other Training:

10. Countries of Work Experience:

11. Languages:

| Level of Proficiency (Good, Fair, Poor) | | | |
|--|-----------------|----------------|----------------|
| Language | Speaking | Reading | Writing |
| English | | | |
| Hindi | | | |
| Marathi | | | |

12. Employment Record:

| From | To | Employer | Positions Held |
|------|----|----------|----------------|
| | | | |
| | | | |

| 13. Detailed Tasks Assigned | 14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned |
|-----------------------------|--|
| (i) | Name of assignment or Project: Month and Year: Location: Client: Main project features: Positions held: Activities performed: |
| | Name of assignment or Project: Month and Year: Location: Client: Main project features: Positions held: Activities performed: |
| | Name of assignment or Project: Month and Year: Location: Client: Main project features: Positions held: Activities performed: |
| | Name of assignment or Project: Month and Year: Location: Client: Main project features: Positions held: Activities performed: |

Certification

I certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Signature of staff member _____

Date: _____

B - Team Composition & Man-Months

| SN | Team Composition | Qty | Required Person Days/Month (1 person month = 22 days) |
|----|-----------------------------|-----|--|
| 1. | Team Leader | 1 | 8 |
| 2. | Senior Technical Expert | 1 | 8 |
| 3. | Technical Expert Consultant | 1 | 8 |
| 4. | Senior Research Consultant | 1 | 12 |
| 5. | Project Coordinator | 1 | 22 |
| 6. | Project Associate | 3 | 22 |
| 7. | Data Processor/Stenographer | 1 | 22 |
| 8. | Administrative Support | 1 | 22 |

- (i) The presentation will be on adequacy and quality of proposed approach, methodology, work plan and understanding of the project. Evaluation will be based on the quality of presentation made by the bidding firm, and the presentation should address the ability of the consulting firm to address key objectives of the project.
- (ii) The technical proposals shall be evaluated by the MPBCDC, and marks will be awarded based on the above stipulations.
- (iii) MPBCDC's decision in this regard shall be final and binding on all the parties.

K. Annexure 6: Format for Power of Authority for Signing of Application

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

Power of Authority

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our authority, to do in our name and on our behalf, all such acts, deeds.

and things necessary in connection with or incidental to our application to provide services for **SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)** and generally dealing with the Department in all matters in connection with our bid for the said Project.

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

For

(Signature)

Accepted

..... (Signature)

(Name, Title, and Address of the Authority)

(Name, Title, and Address)

Note: The mode of execution of the Power of Authority 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. In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Authority.

L. Annexure 7: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Reference Date:

To:

General Manger, MPBCDC, Govt. of Maharashtra,
Shop No.25/2, Juhu Supreme Shopping Centre Gulmohar,
Cross Rd Number 9, JVPD Scheme,
Juhu, Mumbai, Maharashtra 400049

Ref: REQUEST FOR PROPOSAL: SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)

Dear Sir,

I/We hereby confirm that we, [Insert Bidder's name] satisfy the terms and conditions laid down. in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of [Insert Bidder's name] on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name, designation of the authorized signatory)

For and on behalf of

M. Annexure 8: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client.

(For Full Technical Proposal)

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Section 4. Financial Proposal - Standard Forms

{Notes to Agency shown in brackets } provide guidance to the Agency to prepare the Financial Proposals: they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in the RFP.

FIN-1 Financial Proposal Submission Form

N. Form Fin-1 Financial Proposal Submission Form

{Location, Date}

To:

General Manger, MPBCDC, Govt. of Maharashtra,
Shop No.25/2, Juhu Supreme Shopping Centre Gulmohar,
Cross Rd Number 9, JVPD Scheme,
Juhu, Mumbai, Maharashtra 400049

Ref: REQUEST FOR PROPOSAL: SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)

Dear Sirs:

We, the undersigned, offer to provide for SETTING UP A PROJECT MANAGEMENT UNIT FOR THE IMPLEMENTATION OF THE NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)in accordance with your Request for Proposals dated [Insert Date].

Our attached Financial Proposal is for **the Total Lumpsum Cost per month.**

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in the RFP.

Note:

1. The bidders are required to quote excluding taxes. The tax amount shall be over and above this amount and shall be reimbursed based on the rates prevailing at the time of payment.
2. No conditions shall be attached to the Financial Proposal.
3. In case of any discrepancies in the quoted amount mentioned in the figure and words, the price mentioned in the words shall be considered as final.
4. We understand you are not bound to accept any Proposal you receive.

We remain, yours sincerely,

Authorized Signature {In full and initials}:_

Name and Title of Signatory:_____

In the capacity of:_____

Address:_____

E-mail

Section 5. Eligible Countries

In reference to RFP, for the information of Agencies at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 6.
Corrupt and Fraudulent Practices

Section 6. Corrupt and Fraudulent Practices

- 6.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Client in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party
- e. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- f. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section 7.
Miscellaneous

Section 7. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

Managing Director, MPBCDC, Govt. of Maharashtra in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
- b. consult with any Bidder in order to receive clarification or further information.
- c. retain any information and/or evidence submitted to the authority by, on behalf of and/or in relation to any Bidder; and/or
- d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section 8: Terms of Reference

0. Background

Mahatma Phule Backward Class Development Corporation Ltd (MPBCDC) is set up by the Govt. of Maharashtra in 1978 for the economic upliftment of Scheduled Castes. Mahatma Phule Backward Class Development Corporation Ltd. (MPBCDC), Mumbai has formed a subsidiary company namely Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT).

MPBCDC has been incorporated with an ultimate objective of promoting socio-economic upliftment of the backward class youth by providing them with the avenues of dignified higher-end jobs and converging this objective with sustainable environment infrastructure development. The company seeks to promote entrepreneurship and skill development of its identified beneficiaries, facilitate forward and backward linkages, and support their enterprises in establishing viable commercial units. The support of MPBCDC would include incubation support ecosystem and establishing their financing and accounting systems and secretarial practices to make them self-sustainable legal entities.

Mahatma Phule Backward Class Development Corporation (MPBCDC) in Maharashtra is the nodal agency to roll out the above agenda in the state, as an implementation agency of the policy and programme of the Ministry of Social Justice and Empowerment, National Safai Karamchari Finance and Development Corporation (NSKFDC) and the Department of Social Justice and Special Assistance of the Government of Maharashtra.

MPBCDC is the nodal agency for the implementation of the programs for the employment and self-employment of the target group individuals and a change for their training, capacity building and providing side money capital. It is an implementation arm of the state of Maharashtra for the schemes of Ministry Social Justice and Empowerment and NSKFDC. MPBCDC is the front organization for the survey and identification of manual scavengers in the state and roll out various welfare programs for them.

A conference on NAMASTE was held on 18th May 2023 under Shri Ramdas Athawale, Hon'ble Minister, Social Justice and Empowerment, Shri. Eknath Shinde, Hon'ble Chief Minister Maharashtra, and attended by senior Centre and State Government Officials including District Collectors and Municipal Commissioners of Maharashtra State along with passionate professionals and experts from the sanitation sector to discuss and implement NAMASTE & MS Act 2013. The conference aimed to foster collaboration, knowledge exchange, and innovative solutions to shift from manhole to machine hole. Sanitation is a fundamental aspect of the public health environment. Hon'ble Chief Minister announced the appointment of MPBCDC as nodal agency for NAMASTE scheme in Maharashtra.

The Prohibition of Employment as Manual Scavengers and Their Rehabilitation (PEMSR) Act has come into force in 2013. The objective of the Act was the prohibition of employment as manual scavengers and ensuring their rehabilitation. The act mandates prohibition of manual scavenging, self-identification, and rehabilitation of the manual scavengers in alternate vocations, and mechanisation of all operations relating to the cleaning of the sewer lines especially the septic tanks.

MPBCDC is committed to eliminate the inhumane practice of manual scavenging and empowering those individuals who are currently employed in the hazardous cleaning of sewers and septic tanks by setting up a dedicated Project Management Unit (PMU) within MPBCD. Accordingly, MPBCDC invites a Request for Proposal (RFP) from eligible bidders – who can be any company registered under Companies Act 1956/2013, for setting up a PMU which will, among other responsibilities, coordinate with various State agencies as well as Urban and Rural Local Bodies (U/RLB) in order to collect, analyse, and interpret data on the prohibition of employment of manual scavengers and their rehabilitation, and support efforts for capacity building and mechanization of the sewer and septic tank cleaning process.

P. Objectives

The overall objective of setting up the PMU at MPBCDC is to support MPBCDC in the preparation of a roadmap to implement the mandate of NAMASTE and complete the process of mechanization of cleaning of sewers and septic tanks in the state of Maharashtra using environmentally sustainable and scientific waste management technologies. The success of these efforts will not only lead to providing dignity and livelihoods for those employed in this practice, but also lead to a healthier environment in the state through the adoption of sustainable sanitation methodologies, in line with Climate Change Mandate, showcasing the state of Maharashtra as a leading example for the rest of the nation.

Q. Scope of Work

The unit shall focus on:

- i. Documenting the status of the implementation of the NAMASTE mandate in the State
- ii. Identifying the status of mechanization in sanitation in Maharashtra
- iii. Assessing the environmental impact of current sanitation practices
- iv. Gap analysis – institutional, technical, and financial
- v. Engagement with stakeholders at the state and field level
- vi. To support the local bodies in identifying the gaps and preparing action plans for the implementation of the NAMASTE mandate within their jurisdictions in a time bound manner
- vii. Evaluation of HSE related impact of proposed technologies and practices
- viii. Orientation and capacity building of the private sanitation agencies and their sanitation workers
- ix. Technical Training for sanitary staff in mechanized cleaning
- x. Preparation of technical guidelines & standard operating procedures (SOPs) for mechanized cleaning
- xi. Preparation of state action plan for the implementation of the NAMASTE mandate
- xii. Study of the Environmental impact of proposed activities under action plan
- xiii. Preparation of concepts and policy notes, draft rules, guidelines, and SOPs
- xiv. Coordination with the government agencies, and review and periodic reporting on the project status and achievements
- xv. Review of the implementation of the Central and State Government schemes for Manual Scavengers

The PMU, once established, would engage the services of experts, technical professionals and supporting staff, and would provide back-office support to the MPBCDC. The support activities to be provided by the PMU would include data validation, preparing status report on the implementation of the NAMASTE mandate, assessing environmental impact, organizing awareness creation workshops, prepare concepts and policy notes, draft rules, guidelines and SOPs on mechanized cleaning, and any other support which the Authority may deem necessary.

The Agency should have a team of experts, proposed for this project, with administrative experience of networking and policy advocacy with government, local bodies, and regulatory agencies. These experts should also have technical knowledge and experience, and prior capacity building experience, with special reference to the mandate of NAMASTE, environment and sustainability related projects, and HSE compliance.

| SN | Team Composition | Qty | Required Person Days/Month (1 person month = 22 days) |
|----|-----------------------------|-----|--|
| 1 | Team Leader | 1 | 8 |
| 2 | Senior Technical Expert | 1 | 8 |
| 3 | Technical Expert Consultant | 1 | 8 |
| 4 | Senior Research Consultant | 1 | 12 |
| 5 | Project Coordinator | 1 | 22 |
| 6 | Project Associate | 3 | 22 |
| 7 | Data Processor/Stenographer | 1 | 22 |
| 8 | Administrative Support | 1 | 22 |

***Other team members shall be deployed as needed and deemed fit by the implementing agency**

- (i) The presentation will be on adequacy and quality of proposed approach, methodology, work plan and understanding of the project. Evaluation will be based on the quality of presentation made by the bidding firm, and the presentation should address the ability of the consulting firm to address key objectives of the project.
- (ii) The technical proposals shall be evaluated by the MPBCDC, and marks will be awarded based on the above stipulations.
- (iii) MPBCDC's decision in this regard shall be final and binding on all the parties.

R. Project deliverables and payment terms & schedule

a) Commencement of services - The date for the commencement of services is within 30 calendar days of contract signing.

b) Expected Outputs/Deliverables

In addition to supporting the MPBCDC in implementing the mandate of NAMASTE, the PMU would be required to meet specific deliverables including but not limited to:

- (i) Concept/Status Papers on status of implementation of the NAMASTE mandate in Maharashtra,
- (ii) Technical and financial gap assessment,
- (iii) Guidelines, Draft Rules on PEMSR Act, 2013 and Draft SOPs,
- (iv) IEC and capacity building of non-government agencies in sanitation ecosystem,
- (v) Awareness workshops at Divisional and District levels, and
- (vi) Technical training for sanitary staff in mechanized cleaning including technical guidelines & SOPs.

The above is an indicative list and may be modified after consultation with MAHAPREIT and other stakeholders.

Period of assignment - The envisaged time frame of this project is two years (24 months) from the date of award of contract.

Payment Schedule – The consultant agency shall be paid on a monthly basis as per the final contract.

Penalty:

The consultant is expected to complete the task in the given time frame, which shall be reasonable for a particular task and in consultation with the consultant. In case it is not performed within the given timeframe, and it is established with the evidence that the consultant is solely responsible for the delay then after giving one week of grace period, for every week of the delay 2.5% of the monthly payment shall be deducted in the form of penalty from the forthcoming monthly payment. The decision to impose the penalty shall be only with the approval of the Chairman and Managing Director, MPBCDC

S. Responsibilities of the MPBCDC:

- Provision of space and other office infra, such as furniture, internet connectivity, whitegoods etc., for the Central team at MPBCDC Head Office, whenever they are required to work from the office.
- Responsible for providing adequately equipped facilities, including training space, meeting room, activity rooms, whitegoods, internet connectivity, computer lab etc., at district levels to convene Hand Holding activities with beneficiaries.
- Provide timely approval and funding support as per Scheme guidelines to the shortlisted beneficiaries.
- Hosting technology application as per Government or International standards for program monitoring
- Responsible for providing space & facilities for National and State workshops and events if any.
- For such events and workshops, the Implementation Agency shall develop marketing and communication strategy. However, MPBCDC shall be responsible for printing and advertising of the events & workshops for maximum reach.
- The responsibility of implementing any Business Continuity Support measures suggested by the Agency lies with the MPBCDC only. The Agency may hand-hold implementation.

T. Responsibilities of the Implementation Agency:

- Provide services as per the defined scope of work.
- Provide continuous advisory and suggestions to the client on improvements in the program.
- Facilitate convergence with other departments/schemes in order to develop an integrated program.

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