

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



Tender for Empanelment of Public Relations (PR) & Media Consultancy Agency.

Tender No. MPBCDC/07/2024

Tender Date: 16/02/2024

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

**E-mail:- gm@mpbcdc.in Website:- <https://mpbcdc.maharashtra.gov.in/>
<https://organizations.maharashtra.nextprocure.in>**

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SECTION – I

DETAILED INVITATION TO OFFER NOTICE

MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.

Online electronic bids for below mentioned work are invited by the Managing Director on behalf of **MPBCDC LTD, Mumbai** from Registered and Experienced Advertising Agency for **Empanelment of Public Relations (PR) & Media Consultancy Agency**. The time schedule for various bidding phases is given in the detailed e-tender notice, which is also available on website as part of the bid document.

S.N.	Name of work	Estimated Cost	EMD Amount (Rs)	Period of Work	Tender Document Cost (Rs.)
1	Empanelment of Public Relations (PR) & Media Consultancy agency.	----- --	Rs. 50000/- <u>(exemption for SSI/NSIC/MSME organization, have to attach valid certificate)</u>	Two Years <u>(If necessary can be extendable for one year further)</u>	Rs. 3000/- plus 18% GST.

Tender forms are available on Website <https://organizations.maharashtra.nextprocure.in> from 16/02/2024 to 04/03/2024.

Online tenders shall be accepted on website <https://organizations.maharashtra.nextprocure.in>

All bidders are hereby cautioned that the e-TENDER containing any deviation from the contractual terms and conditions, and other requirements and **CONDITIONAL** e-TENDER shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 120 days.
2. The Bidders participating for the first time in e-Tender will have to procure Digital Signature Certificate as well as should compulsory get themselves enrolled on e-tendering portal <https://organizations.maharashtra.nextprocure.in>
If any assistance is required regarding e -Tender (upload and download) please contact Mr. Sunil Mahajan, CGM(IT), 9594077550.
3. All requisite information required for the submission of Offer documents is available on the above said website.
4. All right are reserved by the Competent Authority to reject any or all Offers in full or in part of any reason.

TIME SCHEDULE OF OPENING OF THE e-TENDER		
1.	e-Tender No.	MPBCDC/07/2024
2.	MODE OF TENDER	Open and e-Tender System Online submission of Part I (Technical Bid) through https://organizations.maharashtra.nextprocure.in The intending Bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by MPBCDC LTD
3.	Date of publication of e-tender through publication in MPBCDC LTD websites and https://organizations.maharashtra.nextprocure.in	16/02/2024
4.	Date of availability to the Vendors for downloading	16/02/2024
5.	Date & Time of Online Pre Bid meeting	26/02/2024 at 15.00 Hours
6.	Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in	04/03/2024
7.	Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in	05/03/2024 at 15.00 Hrs
8.	Date and time of opening of Part-I (Technical Bid)	05/03/2024 at 16.00 Hours

These instructions to applicants are being issued **for Empanelment of Public Relations (PR) & Media Consultancy agency**. The detailed scope of the work is being provided in the Scope of Work / Terms of Reference (TOR).

**MANAGING DIRECTOR
MPBCDC LTD**

SECTION – II

DEFINITIONS AND E-TENDER DATA

A. DEFINITIONS:

2.0 MPBCDC LTD:-

MPBCDC LTD shall mean the ‘Mahatma Phule Backward Class Development Corporation Ltd. (a Govt. of Maharashtra Undertaking) AND shall include it’s all subsidiaries and work to be delivered on behalf of MPBCDC and its subsidiaries including MAHAPREIT at its registered office and /or HO/ any of the office outside Mumbai and/or any of its Regional / District office . The Head quarter of the MPBCDC Ltd is Mumbai.

2.1 REGISTERED ADDRESS FOR COMMUNICATION:-

MPBCDC LTD. (A Govt. of Maharashtra Undertaking).
Juhu Shopping Center, Gulmohar Crossroad No.9, JVPD Scheme,
Juhu, Mumbai. 400049.

2.2 WEBSITE:-

Web Site means official web sites for e-tendering having following web addresses:

<https://organizations.maharashtra.nextprocure.in>

2.3 GENERAL MANAGER:-

GENERAL MANAGER shall mean General Manager of MPBCDC Ltd.

2.4 COMPETENT AUTHORITY:-

Competent Authority shall means The Managing Director of **MPBCDC Ltd.**

2.5 CONTRACTOR:-

Contractor shall mean the, firm or company who enters into contract, with the MPBCDC LTD and shall include their executors, administrators, successors and submitted assignees.

2.6 WORK:-

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

B. TENDER DATA AT A GLANCE:-**1.0 SUMMARY DETAILS:-**

S. N.	Particulars	Details
1.1	Name of work	Empanelment of Public Relations (PR) & Media Consultancy agency.
1.2	Estimated Cost.	-----
1.3	Tender Document Cost Rs.	Rs. 3000/- plus 18% GST.
1.4	Earnest money (EMD)	Rs. 50000/- (exemption for SSI/NSIC/ MSME organization, have to attach valid certificate)
1.5	Mode of payment (EMD)	Tender and E.M.D. amount shall be paid through NEFT/RTGS
1.6	Security Deposit	@ 10% of contract value in the form of BG. <u>(3% for SSI/NSIC/MSME)</u>
1.7	Mode of Submission of Tender	Tender should be Submitted on-line on https://organizations.maharashtra.nextprocure.in
1.8	Any addendum / corrigendum /cancellation	Any addendum/corrigendum/cancellation of above tender will be published on the web-site https://organizations.maharashtra.nextprocure.in And on the notice board of Office of the MPBCDC LTD. The system shall generate a mail to those Bidders who have already participated in this tender and those Bidders if they wish can modify their tender.
1.9	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site https://organizations.maharashtra.nextprocure.in And the set of terms and conditions of contract and other necessary documents can be seen on the web-site till last date of sale and receipt of tender papers. Interested Bidder may obtain further information at the web-site Portal https://organizations.maharashtra.nextprocure.in
1.10	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 120 days. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of tender shall stand forfeited.

1.11	Other details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in web-site https://organizations.maharashtra.nextprocure.in
1.12	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned web-site as per Para 3.7.1 of this Tender Booklet and should be produced in the verification on demand after opening of the Technical Bid. The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal https://organizations.maharashtra.nextprocure.in Away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.
1.13	Tender Acceptance Authority	Managing Director, MPBCDC LTD.

SECTION – III

GENERAL INSTRUCTIONS TO BIDDER FOR MAIN BIDDING TECHNO-COMMERCIAL BIDDING PROCESS

INSTRUCTIONS FOR CONTRACTOR IN RESPECT OF BIDDING PROCESS

3.1.0 INFORMATION AND INSTRUCTIONS TO APPLICANTS :

- 3.1.1. The Online e-Tenders are invited by the MPBCDC LTD from the reputed and experienced Advertising Agencies for **Empanelment of Public Relations (PR) & Media Consultancy agency** as per the Scope of Work mentioned in the **Clause No. 2.0 of Section -IV**.
- 3.1.2. The Applicant should download Main e-Tender Document from the website. <https://organizations.maharashtra.nextprocure.in>
- 3.1.3. The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant, it should be stated as “Not Applicable” Only ‘dash’ reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.
- 3.1.4 The Main e-Tender Document shall be typed on applicant’s letterhead and uploaded the scanned copy.
- 3.1.5 Any overwriting or correction shall be attested. All pages of the Main e-Tender Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- 3.1.6 All the information must be filled in English language only.
- 3.1.7 Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.
- 3.1.8 The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, in regards to his capabilities). No further information will be entertained after submission of Main Tender Document unless it is requested by **MPBCDC LTD**.
- 3.1.9 The Main e-Tender Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned.
 - a) The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the **MPBCDC LTD** under any circumstances.

3.1.10 Instructions to the Bidders:

3.1.11 Detailed information regarding scope of work & volume thereof can be obtained by Bidder from the Office of MPBCDC LTD on any working day and during the currency of Tender, in addition to the details available through this e-tender documents.

3.2.0 METHOD OF APPLYING.

3.2.1 If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

3.2.2 If the application is made by a LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

3.2.3 The application shall be signed so as to be legally binding on all partners.

3.3.0 REVISION OR AMENDMENT OF TENDER DOCUMENTS:

All Rights are reserved to revise or amend the tender document released on website, prior to time specified in time schedule for main e-tender preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on website.

3.4.0 EARNEST MONEY:

All Bidders shall pay entire E.M.D. & payment shall be made through NEFT/RTGS. (**EMD exemption for SSI/NSIC/ MSME**)

3.5.0 REFUND/ CONVERSION OF EARNEST MONEY

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded. In the case of successful Bidder, the earnest money will be refunded after signing of contract documents or it will be converted in to Security Deposit, if requested by the Bidder. Earnest money amount shall not carry any interest whatsoever.

3.6.0 MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS:

Main Tender Documents are to be prepared and submitted online. Also, they have to be download from web site, fill it completely and upload on web site by scanning & digitally signing wherever necessary.

The detailed step by step procedure for uploading the Main Tender Documents, required Tender papers, Payment of Tender fee, and E.M.D through E payment Gateway is available on the e-Tendering website <https://organizations.maharashtra.nextprocure.in> Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

Bank details are below.

Party Name	Mahatma Phule Backward Class Development Crop. Ltd
Bank Name	ICICI Bank
Bank Branch	S.V. Road, Andheri West Branch, Mumbai 400 049.
Bank A/c No.	001105026934
I.F.S.C. Code	ICIC0000011

3.7.0 CONFLICT OF INTEREST

- I. The selected Firm should provide transparent, professional, objective and impartial service and hold MPBCDC LTD's interest paramount with utmost integrity.
- II. The selected Firm shall not deploy former employees who have served MPBCDC LTD in last Six years.
- III. The selected Firm shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MPBCDC LTD or sublet the work assigned.
- IV. Non-disclosure of such an association will lead to termination of Agency.

3.7.1 THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW (with Technical Bid)

1. Scanned copy of Turnover and Net-worth for the last 3 financial years.
2. Scanned copy of Deed of Partnership duly registered or Article of Association and Memorandum of Association for LLP.
3. Scanned copy of Power of Attorney authorizing Partner to act on behalf of the firm.
4. All documents required to be submitted shall be sealed and self-attested and if required, original copies shall be made available for verification in due course.
5. Scanned self-attested copies of all the work orders issued for similar work by the State / Central Government / Semi Govt. Organizations.
6. Signed and scanned copy of all pages of Tender bid documents.
7. The Main Tender forms are available on the e-Tendering website of Govt. of Maharashtra <https://organizations.maharashtra.nextprocure.in> the aspiring bidders will have to download Main Tender Booklet from the website mentioned above. While submitting the dully filled Main Tender Documents the bidders are required to Deposit e-Tender Fee Rs. 3,000/- plus 18 % GST through "NEFT / RTGS" & E.M.D. Rs. 50,00/- through "E- Payment Gateway" available on above mentioned website. **(EMD exemption for SSI/NSIC/ MSME)**
8. Scanned copies of all the documents as per ANNEXURE - 1 to ANNEXURE – 5 to fulfill the qualifying requirement of the tender duly signed & Affixed with Firm Seal.

3.8.0 CLARIFICATIONS:

The clarification (s), if any, may please be sought from GM or RE Consultant of MPBCDC Ltd MUMBAI.

3.9.0 INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING e-TENDER OFFER

3.9.1 The Bidder should quote the offer in the form of value in Indian Rupees at appropriate place in Commercial Form both in figures& words. The contractor shall quote for the work as per details given in the main tender viz conditions, special conditions of contract, specifications, common set of conditions issued/ additional stipulations made by the MPBCDC LTD which will be available at the e-tendering portal from time to time.

3.9.2 GOODS & SERVICE TAX:

The Tender rates are exclusive of all taxes.

3.9.3 CONDITIONAL OFFER:

Conditional offers will be summarily rejected. The Tenders which do not fulfill any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the Bidders as mentioned in the Tender form or are incomplete in any respect are likely to be rejected without assigning reasons there for.

3.9.4 VALIDITY FOR 120 DAYS:

The offer shall remain valid for a period of 120 (One Hundred Twenty) days. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD) General Manager. If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

3.10.0 OPENING OF COMMERCIAL OFFER & EVALUATION

On the date specified in the time schedule, tender opening authority will open the tender. Following procedure will be adopted for opening of the tender.

3.10.1. The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3.3 & 3.12 in the presence of the Bidders or their representatives who choose to attend at the specified date & time. In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and location on the next working day.

3.10.2. The Bidders' names, the Bid Amount, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.

3.10.3. The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

3.11.0 Process to Be Confidential

3.11.1. Information relating to the examination, clarification, evaluation, and comparison of submitted Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

3.12 Clarification of Bids

3.12.1 To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of submitted Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

3.12.2 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

3.12.3 Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders 'Bid.

3.13.0 Eligibility of Bids, Examination of Bids and Determination of Responsiveness

3.13.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Section IV of this Tender Booklet; (b) has been properly digitally signed;(c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

3.13.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.13.3 If a Bid is not substantially responsive, it will be rejected by the Competent Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.14. ACCEPTANCE OF OFFER:

Before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MPBCDC LTD. The documents related to such negotiations along with modified offer of the successful Bidder if any shall also form the part of contract. After such negotiations the acceptance of offer may be intimated to the contractor by email.

Such intimation shall be deemed to be an intimation of acceptance of offer. Bidder whose offer is accepted will have to complete the contract signing & formalities within 15 days from the date of intimation. In the event of failure of the Bidder to sign the agreement within the stipulated time, the earnest money, paid by Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the MPBCDC LTD considers suitable. Tender Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

3.15.0 SIGNING OF TENDER DOCUMENTS:

Successful Bidder will have to sign the contract with MPBCDC LTD. The documents/information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of contract.

3.15.1 FORFEITURE OF E.M.D. & CANCELLATION OF LETTER OF ACCEPTANCE

Letter of acceptance given to successful Bidder shall stand cancelled & its E.M.D will be forfeited in following events and under such circumstances Tender Acceptance Authority may consider next lowest Bidder, if he is found suitable.

- 1) Successful Bidder fails to give various undertakings & declarations given in tender document.
- 2) Successful Bidder fails to sign contract in PRESCRIBED PROFORMA.

3.16.0 OTHER GENERAL CONDITIONS

1. Completed documents can be submitted on the <https://organizations.maharashtra.nextprocure.in> Incomplete Schedules/ Forms and without necessary details & enclosures are liable to be rejected.
2. The language for submission of document shall be English.
3. The enclosed Annexure shall be filled in completely and wherever not applicable it should be written as Not Applicable.
4. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
5. Financial data should be given in Indian Rupees only.
6. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in an enclosed sheet.
7. All the pages of this document and Annexure should be signed and corrections should be countersigned by the authorized signatory. No overwriting is permitted.
8. MPBCDC LTD reserves the right to cross check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.
9. MPBCDC LTD reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
10. The document incomplete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

3.17.0 FINAL DECISION-MAKING AUTHORITY

The Competent Authority of **MPBCDC LTD** reserves the right to accept or reject any or all the offers in part or full for this Tender without assigning any reasons thereof and his decision will be final.

3.18.0 AMENDMENT OF TENDER DOCUMENTS:

1. At any time prior to the deadline for submission of tenders, MPBCDC LTD for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
2. The amendment shall be part of the Tender Documents and will be notified by publication in the MPBCDC LTD and will be binding on the prospective Bidders.
3. All the intending Bidders are advised to keep close watch on the website of MPBCDC LTD in their own interest.

3.19.0 GENERAL TERM AND TERMINATION

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement.

In case any information mentioned in the body of the agreement and in the attached ANNEX is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay any and all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of terms & conditions on the part of Contractor shall liable for termination of this contract by MPBCDC LTD by serving notice of 30 days & in such case the contract shall stand terminated on the expiry of the said notice period.

3.20.0 FORCE MAJEURE

No Party to this Agreement is responsible to any other Party hereto for non-performance or delay in performance of the terms and conditions hereof due to acts of God, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party.

SECTION – IV

INSTRUCTIONS TO BIDDERS

1. Introduction:-

Mahatma Phule Backward Classes Development Corporation Limited, Mumbai.

The Government of Maharashtra has set up the "Mahatma Phule Backward Classes Development Corporation" on July 10, 1978 under the Companies Act, 1956 with the main objective of accelerating the economic upliftment of the economically weaker families in the Scheduled Castes and Neo-Buddhist communities in the State of Maharashtra.

The current authorized share capital of the corporation is Rs.500 crore. The ratio of share capital received from State and Central Government is 51:49. The share capital received so far is Rs. 632.64 crore. (Rs. 568.57 crore from the State Government and Rs. 64.07 crore from the Central Government).

(MPBCDC) desires to appoint PR & Media Consultancy Agency having good track record for meeting its advertisement requirements. The job involves conceptualizing, creating, and releasing advertisements and other publicity material in print, electronic, internet, social and outdoor media at national and regional levels. The job may also require professional services of agencies for production of films, handling of social media accounts, corporate events, campaigns, public relations, and in-house magazine.

2. Scope of work

The PR & Media Consultancy Agency must offer following services / media format and platforms to MPBCDC in guaranteed & sustainable basis :-

A) Activities as and when required :-

1. (MPBCDC) advertisement and publicity campaigns are in the following media forms:
 - **Electronic:** television, radio, digital, mobile phone communication, etc.
 - **Internet and social media:** corporate website, YouTube, Facebook, Twitter and Instagram handles of (MPBCDC)
 - **Events: National, International & local Online Events, Seminars & Webinars,** Outdoor events stalls in exhibitions, backdrop and publicity in seminars, workshops, etc.
 - **Outdoors:** posters, hand-outs, banners, hoardings, display panels, etc.
 - **Public Relations:** Organizing press conference / One to one interview getting write ups published in various media – TV / Print / Digital etc.
 - **Advt. expenditure will be done by MPBCDC.**
2. To build a positive & strong image of MPBCDC overall in the mindset of public in the State / Consumers by using Print / Electronic Media & also effective communication tools like Social Media in appropriate & legal manner
3. To assist in telecasting MPBCDC-side through scroll advertising in various especially Marathi leading news channels in case of adverse news if any with required follow-up

- & to telecast positive news also through scroll advertising on these channels. (Advt. expenditure will be done by MPBCDC)
4. The bidder to provide all necessary assistance while organizing Press Conferences or MPBCDC at H.O. or at any Field Offices / Project or any other venue as & when required by H.O. Management.
 5. To assist MPBCDC in participating various competitions / awards at All India Level and related in various sectors by updating our authorities time to time & to assist in entry form submission / nomination process.
 6. The publicity campaigns will be carried out in Marathi /Hindi and English and any other local languages for various media as per the requirements of (MPBCDC). The detailed scope of work includes planning, conceptualization, preparing strategy, developing creative ideas, designing, scripting, developing and production of advertisement, films, publicity, and other resource material, including but not limited to following activities:
 - Audio and Video advertisement through TV commercials/promos, radio jingles and audio clips, documentaries, etc. **Advt. expenditure will be done by MPBCDC.**
 - Digital media advertising (websites, banners, e-mailers, social media networks, SMS, etc.) **Advt. expenditure will be done by MPBCDC.**
 - Outdoor publicity (hoardings, posters, banners, leaflets, stage backdrop, book design, calendars, brochures, statutory ads and page layout, etc.) **Advt. expenditure will be done by MPBCDC .**
 - Communication material for programs and events including press briefings
 7. Design and production of house journal/newsletters
 - Making short films, animations, documentaries, jingles, TVCs, etc and Social media management (developing campaigns, designing artworks, posting updates and managing comments and reactions)
 - To maintain healthy rapport with prominent Print / Electronic Media all over the State with proper dialogue by using various PR tools / methods.
 8. To assist MPBCDC for any urgent translation work of PR Cell or CPC department if any as per directives
 9. To assist MPBCDC in providing positive publicity to MPBCDC 'S and all CSR Activities as well as Cultural Activities
 10. If required, to design mementos for MPBCDC-on special occasions / events & to ensure its prompt supply at reasonable cost.
 11. Any other marketing and communication works assigned by (MPBCDC)

The bidder should have capabilities of delivering through all these media with adequate experience in the field, good infrastructure and resourceful personnel including local language experts proficient in regional languages and dialects. Ability to undertake any other related services like PR activity, event management, magazine production etc. will be an added advantage but not a necessary condition for empanelment.

3. Eligibility Criteria

The bidder should qualify the following necessary eligibility criteria and possess the required experience, resources and capabilities in providing services necessary to meet the requirements indicated above in the tender document. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluation.

- a. The bidder should have strong network with various organizations including industry associations, trade promoting bodies, NGOs, Corporates & MSMEs, etc.
- b. The bidder should have experience of executing minimum 10 industry networking events / trade shows / Conferences
- c. The bidder should have experience of executing activities with Govt. departments / Ministries / Organizations for State of Maharashtra, preferably under the Social Justice Department of Govt. of Maharashtra
- d. The bidder should be a registered legal entity having full-fledged office in Mumbai with relevant expertise & creative personnel and required infrastructure.
- e. The bidder should have been in business for a minimum of 5 years.
- f. The bidder should have average annual turnover of Rs.10 Crs during last three financial years FY 20-21, FY21-22 & FY 22-23.
- g. The bidder should have average positive net-worth of Rs.1 Crs during last three financial years FY 20-21, FY21-22 & FY 22-23.
- h. The bidder should have experience of handling advertisement/brand promotion in urban and rural areas.
- i. The bidder should have the experience to get the films, animations, documentaries, jingles, TVCs, etc. done.
- j. The bidder should have resources to manage social media handles and digital advertisements.
- k. The bidder should not be blacklisted in the last 1 year by any Central / State Government/Public Sectors undertaking.
- l. The bidder should not have defaulted in paying dues to media houses, Banks and Tax authorities.
- m. The bidder should submit the documentary evidences with respect to above points (a to l).

4. Terms and Conditions

- 4.1 The agencies should adhere to all instructions and submit all relevant information and documents which have been specified in the tender. Submission of applications which are not complying with the instructions will result in its rejection.
- 4.2 The applications shall be typed, office seal affixed and signed by the duly authorized person.
- 4.3 In case a subsidiary company desires to apply with the financial backing of the parent company, the parent company would have to give a written undertaking that the parent company shall bear all financial or contractual liabilities of the subsidiary company and authorize them to submit the application on their behalf for considering them for empanelment.

- 4.4 The bidder shall bear all the costs associated with the preparation and submission of application and the costs, if any, for subsequent selection process. (MPBCDC) will in no case be responsible or liable for these costs regardless of the conduct or outcome of the selection process.
- 4.5 Amendments to this tender may be issued by (MPBCDC) at any time, prior to the deadline for submission. Such amendments will be posted in (MPBCDC)'s website in the form of Addenda/Corrigenda. The amendments, if any, to the tender shall be deemed to form an integral part of tender from the date of issue and shall be binding on the agencies.
- 4.6 (MPBCDC) reserves the right to accept or reject any proposal and annul the tender process and reject all applications at any time prior to empanelment of agencies, without thereby incurring any liability to the affected agency/agencies or any obligation to inform the affected agency/agencies of the ground for (MPBCDC)'s action. (MPBCDC) also reserves the right to re-issue the tender without the agencies having right to object such re-issue.
- 4.7 The shortlisted agency, shall be required to enter into requisite Agreement(s) with (MPBCDC), within 15 days of the order (when provided) or within such extended period as may be specified by (MPBCDC). (MPBCDC) has the right to cancel the shortlisted agency if the contract is not executed within a period of 15 days from the date of order, unless otherwise extended by (MPBCDC).
- 4.8 (MPBCDC) will release creative brief for any specific project and will invite the offer from short listed agency for the specific projects.
- 4.9 The empaneled agencies will be asked to submit separate offer for each project / work. A separate project contract / work order will be signed for each project / work based on these offers. The work order / project contract will be given to the agency who has secured highest combined score in techno-commercial evaluation.
- 4.10 Short listing or empanelment does not guarantee allocation of work. The timeline for various assignments associated with the allocated work shall be intimated along with the creative brief for the work.
- 4.11 **All Intellectual Property Rights in the planning, preparing strategy, developing creative ideas, developing and production of advertisement, publicity and other resource material, etc. made in the course of performance of services by the short listed / empaneled agencies or its personnel involved in the task of (MPBCDC) shall absolutely belong to (MPBCDC).** The bidder will be required to submit each artwork used in the format used originally for creation of the art work (master file) such as AI, CDR, AVI, FCP, and other such formats as the case may be, in addition to submitting PDF, MP4, MP3 etc. This artwork will have to be submitted along with the bill. The advertising agency will be solely responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. (MPBCDC) will not be a party to any dispute arising out of copyright violation by the bidder.
- 4.12 Payments shall be released after the execution of the project contract / work order as required by (MPBCDC). Agency should raise the invoice post execution of contract in the name of (MPBCDC). (MPBCDC) will consider advance payment

requests on case to case basis. The payment shall be released within 45 days of invoice raised by agency. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.

- 4.13 If the deliverables are not found to be of good quality, (MPBCDC) will have the right to make suitable deductions from the payable amount or reject the media payment bill to the bidder on its sole discretion, in addition to other remedies including claiming of damages. The decision of (MPBCDC) in this regard will be final.
- 4.14 The shortlisted / empaneled agencies shall not assign the work, whole or in part, to any other agency, even its own subsidiary or parent agency, to perform its obligation under the work order, without prior consent of (MPBCDC).
- 4.15 The Empanelment of agencies so selected will be for a period of two years. The performance of the advertising agency will, however, be reviewed at the end of first year and in case of unsatisfactory performance, the Empanelment is liable to be terminated. The agreement may be terminated by either party by giving not less than one month's notice to the other party.
- 4.16 The advertising agency shall observe the laws applicable and the rules or code of Advertising Standard Council of India/Advertising Agencies Association of India/Indian Newspaper Society or rules prescribed by Prasar Bharti or any other law in force as applicable.
- 4.17 The advertising agency shall indemnify (MPBCDC) and keep it indemnified against any loss, claims, demands, actions, proceedings, damages, costs, charges and expenses which may be made or brought or commenced against (MPBCDC) for any act contrary to the provisions of this agreement or due to or resulting from breach of any agreement between the advertising company and any other person or organization relating to the media and publicity work undertaken on behalf of (MPBCDC).
- 4.18 The advertising agency shall obtain all necessary registration(s)/permission(s)/license(s), etc. which are /may be required under media or other legislation(s) for providing services.
- 4.19 All technical particulars supplied by (MPBCDC) to the agency are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from (MPBCDC).

5. Submission of Application

- 5.1 Applications once submitted cannot be withdrawn by the bidder and the same will be treated as final.
- 5.2 The applications should be submitted online .
- 5.3 (MPBCDC) may, at its discretion, extend the last date for the submission of applications, in which case, all rights and obligations of (MPBCDC) and the agencies will thereafter be subject to the deadline as extended.
- 5.4 A Online pre-bid meeting will be organized **on 26/02/2024 at 15.00 Hrs.**
- 5.5 Any application received by (MPBCDC) after the deadline for submission i.e.05/03/2024 up to 15.00 Hrs will be rejected.

5.6 The tenders will be opened on 05/03/2024 at 16.00 Hrs in the presence of agencies/their authorized representatives who choose to be present.

5.7 Any effort by the agencies to influence (MPBCDC) in submission, evaluation or contract award decision may result in the rejection of the agency's proposal. (MPBCDC)'s decision will be final and will be binding on all agencies.

6. Evaluation Methodology

6.1 (MPBCDC) will examine the application to determine whether the documents submitted are complete, whether required information has been provided as underlined in the tender response documents, whether the documents have been properly signed, and whether response to tender is generally in order. Only those Agencies which comply with the Eligibility Criteria will be taken up for further evaluation.

6.2 Techno-Commercial Evaluation -QCBS system (Quality cum Cost Based Selection Criteria :---

Basis of evaluation technical bids:

Sr.No	Description	Marks
1	Financial Qualifications	
1.1	Average annual turnover of Rs.10 Crs during last three financial years FY 20-21, FY21-22 & FY 22-23.	10
1.2	Average positive net-worth of Rs.1 Crs during last three financial years FY 20-21, FY21-22 & FY 22-23.	10
2	Technical Qualifications (Includes following points) Each will carry 5 for fully compliance or zero/nil for non-compliance of any of following items	50
2.1	Strong network with various organizations including industry associations, trade promoting bodies, NGOs, Corporates & MSMEs, etc.	
2.2	Experience of executing minimum 10 industry networking events / trade shows / Conferences	
2.3	Experience of executing activities with Govt. departments / Ministries / Organizations for State of Maharashtra, preferably under the Social Justice Department of Govt. of Maharashtra	

2.4	Registered legal entity having full-fledged office in Mumbai with relevant expertise & creative personnel and required infrastructure.	
2.5	Business experience for a minimum of 5 years.	
2.6	Experience of handling advertisement/brand promotion in urban and rural areas.	
2.7	Experience to get the films, animations, documentaries, jingles, TVCs, etc. done.	
2.8	Resources to manage social media handles and digital advertisements.	
2.9	Not be blacklisted in the last 1 year by any Central / State Government/Public Sectors undertaking.	
2.10	Not have defaulted in paying dues to media houses, Banks and Tax authorities.	
3	Implementation and methodology with detail Technical presentation – for the execution of the project.	30
	Total	100

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and Commercial evaluation shall have 30% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies vis-a-vis the weightages are as under: Score will be calculated for all technically qualified Firms using the following formula:

$$S = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$$

Where:

S = Score of the Firm

T High = Highest Technical score among the eligible Firms

C = Quote as provided by the Firm

C Low = Lowest Quote of C among the Firms

The Firm securing the highest score becomes the successful Firm

For example – There are three Bidders A, B and C. Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other Bidders (B, C, etc.) will be computed using the formula

Marks of B / Marks of highest scorer A*100.

Similarly, Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say C) as 100. Marks for other Bidders will be calculated using the formula $\text{Commercial Score} = \text{Cost of L1 Bidder} / \text{Cost quoted by Bidder} * 100$.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 70% for the Technical Proposal and 30% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful Bidder will be the one who has highest Combined Score.

The successful Bidder will have to secure 70% score for eligibility.

6.3 MPBCDC keep it’s right reserved to consider and retain at L1 rates all or any of Technically qualified bidders on Panel for better rates comparison and may allot work more than one bidder partially or fully however this shall not be construed as right or claim by any qualified bidder.

7. Resolution of Disputes

- 7.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved.
- 7.2 This Agreement shall be governed by and construed in accordance with the laws of India.
- 7.3 All disputes or differences between (MPBCDC) and the agencies shall be settled amicably between (MPBCDC)'s representative and the agency/service provider's representative. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- 7.4 The agreement shall be governed by the law for the time being in force in India. This agreement shall be subject to exclusive civil jurisdiction of courts at Mumbai only. No other civil court shall have jurisdiction in case of any dispute, under this agreement.
- 7.5 All disputes or differences whatsoever arising between (MPBCDC) and the agencies out of or in relation to the construction, meaning and operation or effect of the contract, with the agencies, or breach thereof shall be settled amicably.
- 7.6 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be resolved to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- 7.7 If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, (MPBCDC) shall send to the Consultant/Service

Provider/Service Provider a list of three names of persons who shall be presently unconnected with (MPBCDC). Consultant/Service Provider shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to (MPBCDC) within 30 days of receipt of the names. (MPBCDC) shall thereupon without delay appoint the said person as the sole arbitrator.

- 7.8 If Consultant /Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform (MPBCDC) accordingly, (MPBCDC) shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Consultant /Service Provider.
- 7.9 If the person so appointed is unable or unwilling to act or refuses his Empanelment or vacates his office due to any reason whatsoever, another person shall be appointed by (MPBCDC) from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- 7.10 The award shall be final and binding on both the parties
- 7.11 The language of Arbitration shall be English.
- 7.12 The venue of the arbitration shall be at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 7.13 Work under the project contract /work order shall be continued by the empaneled agencies during the arbitration proceedings unless otherwise directed in writing by (MPBCDC) unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by (MPBCDC) to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.
- 7.14 Any notice, for the purpose of this contract, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

ANNEXURES

Annexure 1: Agency Information

SN	Particulars	Details
1	Agency details	
1.1	Name of The bidder	
1.2	Corporate Office Address	
1.3	Contact Person in Mumbai	
1.4	Phone No.(landline/Mobile)	
1.5	Email address	
1.6	Date of incorporation	
1.7	Status of the bidder (public Ltd./Private Ltd. Co. etc.)	
2	Financial and personnel	
2.1	Turnover of the agency in the last 3 years i.e. FY 20-21, FY 21-22 and FY 22-23.	
2.2	Positive Net-worth of the agency i.e. FY 20-21, FY 21-22 and FY 22-23.	
2.3	No of personnel employed in Mumbai office.	
2.4	No. of office location other than Mumbai and places.	
3	Valid registration Numbers	
3.1	GST	
3.2	Permanent Account Number	
4	Details of top three completed projects in the last two years	
4.1	Project Name (i)	
4.1.i	Name of the project	
4.1.ii	Client Name and address:	
4.1.iii	Approximate cost of contract in rupees	
4.1.iv	Client contact/reference person(s):	
4.1.v	Telephone, Facsimile, Mobile Phone	
4.1.vi	Email address	
4.2	Project Name (ii)	
4.2.i	Name of the project	
4.2.ii	Client Name and address:	
4.2.iii	Approximate cost of contract in rupees	
4.2.iv	Client contact/reference person(s):	
4.2.v	Telephone, Facsimile, Mobile Phone	
4.2.vi	Email address	
4.3	Project Name (iii)	

4.3.i	Name of the project	
4.3.ii	Client Name and address:	
4.3.iii	Approximate cost of contract in rupees	
4.3.iv	Client contact/reference person(s):	
4.3.v	Telephone, Facsimile, Mobile Phone	
4.3.vi	Email address	

Date:

Signature of Authorized Person:

Place:

Name: Designation:

(Please affix seal of the Company)

Annexure 2: Eligibility Criteria Response

(Please tick mark the appropriate column)

SN	Requirement	Available	Not Available
1	The bidder should have strong network with various organizations including industry associations, trade promoting bodies, NGOs, Corporates & MSMEs, etc.		
2	The bidder should have experience of executing minimum 10 industry networking events / trade shows / Conferences		
3	The bidder should have experience of executing activities with Govt. departments / Ministries / Organizations for State of Maharashtra, preferably under the Social Justice Department of Govt. of Maharashtra		
4	The bidder should be a registered legal entity having full-fledged office in Mumbai with relevant expertise & creative personnel and required infrastructure.		
5	The bidder should have been in business for a minimum of 5 years.		
6	The bidder should have average annual turnover of Rs.10 Crs during last three financial years FY 20-21, FY21-22 & FY 22-23. Please attach CA certificate.		
7	The bidder should have average positive net-worth of Rs.1 Crs during last three financial years FY 20-21, FY21-22 & FY 22-23.Please attach CA certificate.		
8	The bidder should have experience of handling advertisement/brand promotion in urban and rural areas.		
9	The bidder should have the experience to get the films, animations, documentaries, jingles, TVCs, etc. done.		
10	The bidder should have resources to manage social media handles and digital advertisements.		
11	The bidder should not be blacklisted in the last 1 year by any Central / State Government/Public Sectors undertaking. Please attach the self certification.		
12	The bidder should not have defaulted in paying dues to media houses, Banks and Tax authorities.		

Annexure 3: Declaration for Relation in (MPBCDC)

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To
The Chief General Manager
Corporate Communications Department
Mahatma Phule Backward Class Development Corporation – (MPBCDC)
N – 1, Juhu Supreme Shopping Centre Gulmohar Cross Road No:9
JVPD Scheme, Juhu Mumbai - 49

Dear Sir,

Sub: Declaration for relation in (MPBCDC)

Ref: Tender No. _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in (MPBCDC).

Tick(√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in (MPBCDC)

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in (MPBCDC) and their particulars are as below:

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If it comes to the knowledge of (MPBCDC) at a later date that the information furnished by the Bidder is false, (MPBCDC) reserves the right to take suitable action against the Bidder/Contractor.

ANNEXURE 4 : UNDERTAKING : (To be given by the Bidder on the Letter head)

I/We of M/s

.....
Bidder for PR & Media Consultancy Agency work
of.....

.....
.....with the General Manager, MPBCDC LTD, Juhu Supreme Shopping
Center, Gulmohar Cross Road No. 9, JVPD Scheme, Juhu, Mumbai - 400 049 do hereby
undertake that I/we agree to unconditionally accept all the terms and conditions mentioned
in the tender documents.

Further we have noted that after unconditionally accepting the tender conditions in its
entirety, it is not permissible to put any remarks/conditions and the same has been followed
in the present case. In case this provision of the tender is found violated at any time after
opening of Envelope, I/we agree that the tender shall be summarily rejected and MPBCDC
LTD shall, without prejudice to any other right or remedy, be at liberty to forfeit the full
said earnest money absolutely.

Signatures of the Consultant/Architect
Or Authorized Person
(Name of Firm with seal)

**Annexure-5 : FORMAT OF COVERING LETTER
(On Letter-head of Firm/)**

Date:

To
The Managing Director,
MPBCDC LTD (A Govt. of Maharashtra Undertaking.).
Juhu Shopping Center, Gulmohar Crossroad No. 9
JVPD Scheme,
Juhu, Mumbai. 400049.

Sub: E-Tender for Empanelment of Public Relations (PR) & Media Consultancy agency.

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid in connection with the above assignment.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- c. We understand that MPBCDC LTD is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- d. I confirm that I have authority of _____ (name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

Signature

(Name of Authorized Signatory) and Membership No. Name of Firm.