# NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

**REQUEST FOR PROPOSAL (RFP)** 

Tender No. NMRC/CC/HSMAF/270/2023

**Hiring of Print/Creative/Social Media Management Agency** 

May-2023

# Issued by:

Noida Metro Rail Corporation (NMRC) Limited Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India

# **Disclaimer**

This Request for Proposal (RFP) Document (or "E-Tender" or "E-Bid") for "**Hiring of Print/Creative/Social Media Management Agency for Noida Metro Rail Corporation Limited**" contains brief information about the scope of work and selection process for the Bidder ("the Tenderer" or "the Applicant"). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation") or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NMRC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/ corrigendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

# **Glossary**

- a) "Addendum / Amendment" means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) "Agreement" means the contract Agreement to be executed between NMRC and the selected bidder.
- c) "Applicable Laws" means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) "Bank Guarantee" means Guarantee issued by a scheduled commercial bank in favour of NMRC
- e) "Bidder" or "Tenderer" means any entity which is a registered company having registered office in India which is submitting its bid pursuant to RFP Documents
- f) "Bid Due Date" means Bid Submission end date and time given in the E-tender
- g) "Client" means the hiring authority herein Noida Metro Rail Corporation
- h) "Contract Period" means a period of 2 years
- i) "Contractor" means the hired agency or the successful bidder
- j) "E-Bid Security" means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- k) "Interest Free Security Deposit/ Performance Security" means interest free amount to be deposited by the bidder with NMRC as per terms and conditions of contract Agreement as a security against the performance of the contract Agreement.
- I) "Lowest Fee" means the rate, which is quoted as the lowest Fees
- m) "NMRC" means Noida Metro Rail Corporation Limited (or "Corporation")
- n) "Notice of Award (NOA)" means the written notice issued by NMRC to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of contract
- o) "Party" means bidder or Hiring Authority (together they are called "Parties")
- p) "Permits" shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- q) "Re. or Rs. or INR" means Indian Rupee
- r) "Selected Bidder" means the bidder who has been selected by NMRC, pursuant to the bidding process for award of contract.
- s) "Social Media" means websites and applications that enable users to create and share content or to participate in social networking.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

# **Data Sheet**

Data	Sheet	
1	Name of the Bid	RFP for Engagement of Print/Creative/Social Media Management Agency for Noida Metro Rail Corporation (NMRC) Limited
2	Contract Period	1 (One) Year
3	Method of selection	Quality Cost Based Selection (QCBS)
4	Bid Processing Fee	Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only
		inclusive of GST) through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited (Non Refundable)
5	Earnest Money Deposit (EMD)	Rs. 45,600/- (Rupees Forty Five Thousand Six Hundred
		Only)
6	Bid System	Two Bid System (Technical and Financial)
7	Name of the Corporation and Official	Executive Director Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website:www.nmrcnoida.com http://etender.up.nic.in
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
(a)	Uploading of Bid	08/05/2023
(b)	Pre Bid Meeting	15/05/2023, 11:30 hrs (IST) Noida Metro Rail Corporation Limited, Block-III, 3 <sup>rd</sup> Floor, Ganga Shopping Complex, Sector-29, Noida-201301
(c)	Last date of receipt of written	22/05/2023 upto 18:00 hrs. Can also be emailed to
( 1)	queries against pre-bid meeting	nmrcnoida@gmail.com
(d)	Last Date of Bid Submission on e-portal	29/05/2023, 16:00 hrs (IST)
(e)	Date of Technical Bid Opening	30/05/2023, 16:00 hrs (IST)
(f)	Date of Presentation	Will be intimated later
12	Consortium to be allowed	No
13	Account details	For Bid Processing Fee & EMD
		State Bank of India (04077)-Sector-18, Noida
		Gautam Budh Nagar, Uttar Pradesh- 201301
		IFSC: SBIN0004077
		A/c No.: 37707840592
		Noida Metro Rail Corporation Limited

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#### 1. Section 1: General Information

## 1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. NMRC invites E-Bids for Engagement of Social Media Management Agency.
- d. The objectives of the service are encapsulated below:
  - i. To facilitate direct communication of organisational messages & orders, engagement of customers and Public relations management.
  - ii. To revamp the communications strategy of NMRC to the riders/citizens/general masses more frequently. This will help NMRC boost up the confidence in safe journey arrangement by NMRC among the riders and help increase the daily ridership
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted. Financial proposal of only qualified Bidders will be opened.
- g. The Successful Bidder shall provide the services as described in Section 2: Terms of Reference.

#### 1.2. About NMRC Line

The metro corridor is 29.7 km (approx.) long and is known as Aqua Line. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida. NMRC is also coming up with extension of the existing line from Sector-51 metro station in Noida to Knowledge Park-V of Greater Noida.

#### 1.3. Communication

http://etender.up.nic.in

All communications in regard to this RFP should be addressed to:

Executive Director
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcnoida@gmail.com
Website:www.nmrcnoida.com,

#### 2. Section 2: Terms of Reference

#### 2.1. Contract Period

The Contract shall be for a period of 1 (One) year, subsequent to actual start date of the service by the selected Agency, with the provision of extension of one (1) year based on the satisfactory performance.

#### 2.2. General

NMRC intends to select an agency to manage all its existing and future social media activities and campaigns. The broad objective for the communications campaigns to be taken up by the selected agency will include the following:

- 2.2.1.To create a brand imagery for NMRC on popular social media platforms.
- 2.2.2.To prepare content and post informative content on social media platforms regarding the service updates.
- 2.2.3.To gather grievances posted by commuters on our official social media pages and prepare responses in consultation with the concerned departments.
- 2.2.4.To gather grievances posted by commuters on our official social media pages and prepare appropriate responses in consultation with the concerned departments.
- 2.2.5. To prepare online campaigns to promote various initiatives of NMRC.
- 2.2.6. To organize a proactive and instant online campaign to create value from moment marketing.
- 2.2.7.To handle crisis management on social media in case of emergencies and prepare effective responses to grievances of commuters in such cases
- 2.2.8.To widen NMRC's reach among different communities on social media and online platforms.
- 2.2.9.To create engagement between NMRC and its stakeholders via positive conversations.
- 2.2.10. To communicate with commuters via online platforms about new policies, and initiatives of NMRC.
- 2.2.11. To raise awareness about the latest and important events, summits, and conferences, etc.
- 2.2.12. To create a simple and user-friendly system for exchanging ideas and feedback online.
- 2.2.13. To allay apprehensions, misconceptions if any, prevailing amongst people.
- 2.2.14. To identify and report any other accounts that tries to impersonate official NMRC accounts and spread misconceptions in the Public.

# 2.3. Scope of Work

#### **Objectives of Social Media**

The Noida Metro Rail Corporation intends to open and maintain its official accounts on social media platforms. The primary objectives of having presence in social media are mentioned below:

 Service Alerts and Project Information: To disseminate important service-related information through official social media pages of NMRC on Social Media in case of any operations related disruption or rescheduling of services. Also reply to queries of sanctioning of new lines, target dates and stage of completion of projects, etc.

ii. **Dissemination of General Information for Image Building and Publicity**: To use social media as a platform where, NMRC's public awareness videos, press statements, etc., can be shared with the people directly, through periodic generation of social media specific content such as infographics, animations on our services for the information of the people. This tool may be especially helpful to counter any negative mainstream media campaign and building a perception about Delhi Metro being a responsible, transparent corporate entity.

#### Mandate

#### a. Content Generation (Crisis/Emergency):

- i) Operations and Maintenance: There may be crisis situations such as technical snags with substantial impact on the city. The agency would be required to provide regular updates regarding the same as per data provided by NMRC. This may be a 24x7 requirement and a need for such communication may arise at any time of the day.
- **ii) Project:** There would be queries about the sanctioning of new lines, target dates of under construction sections, construction site accidents and so on. The agency needs to address as per the data provided by NMRC.

#### b. Content Generation (General):

The agency must generate appropriate number of posts (photographs, videos, articles, infographics) on all social media platforms primarily including **Facebook**, **Twitter**, **Instagram & YouTube** where NMRC need to create its presence, on a daily basis which would contribute to the goodwill of the organization. The core content may be provided by Corporate Communications Department of NMRC, but the same has to be rewritten, edited and designed as per social media requirements. The number of posts on all social media platforms may increase as required.

The agency should also create all print media posts required for newspapers/articles/magazines etc. or any write-up requirements from different Ministries/ other govt. or private organizations on time to time as per requirement.

A officer from Corporate Communications would be the nodal officer for the same. He/She would also be the overall nodal officer for the management, renewal, etc., of the social media contract.

#### c. Feedback and Grievances:

There would be a lot of general complaints, grievances, photographs, videos, etc., from the commuters. The agency shall prepare and post appropriate responses to grievances in consultation with the concerned departments.

The Public Complaint Officer under the supervision of Deputy HoD in charge of the Public Complaint cell would be responsible for the disposal of such cases. Quick redressal/replies of such complaints would be crucial in tackling such issues offline.

#### d. Gatekeeping/ Data Analysis:

The agency also must have a Gatekeeping/Data Analysis mechanism as per which it can give weekly reports on tweets, hashtags, and popular Facebook posts, etc. Such reports must be generated on a weekly basis. Report on a specific event or crisis may also be sought on an emergency basis from them.

#### e. Nodal Officers:

The agency would be in touch with nodal officers from various departments of NMRC for their day to day functioning.

#### f. Account Security:

The Agency would be responsible for the security (password protection, possibility of hacking, etc.) of the social media pages. All necessary measures including software protection may be taken to ensure complete security.

#### Nature of Work:

#### A. Strategy Formulation

The agency shall formulate a result oriented comprehensive social media promotion strategy.

#### B. Creation and Management of Print/Creative/Social Media Platforms

- The agency shall create all tender advertisements/Press Release/ Advertisements in bilingual as per the instruction from NMRC. The same need to be released in print/social media after due approval from NMRC.
- ii. The agency will also manage all print media contents for NMRC for newspapers/articles/magazines/newsletter and other write-ups/documents required on time to time basis.
- iii. The agency shall create and subsequently maintain the official pages of NMRC on prominent social media platforms as mentioned above. In addition, during the course of contract, if NMRC requires its presence on any other existing social media platform(s), or if any new Social Media platform(s) emerges where NMRC requires its presence, the agency shall also create and maintain an official account of NMRC on that particular social media platform(s).
- iv. The agency shall set up a complete social media networking management system and manage the same by deploying requisite number of persons with requisite qualifications and skill sets. It is mandated that the software that will be used be standard in nature.
- v. The Agency shall employ a minimum of two-member team on regular basis with requisite skill set for creation and management of social media platforms with backend support for other requirements. Any additional deployment of manpower as required by NMRC shall be made on case to case basis by the agency.
- vi. The Agency shall develop and upload on various social media platforms, creative content or adapt the already available creative content with necessary permissions from the creators of original content. The content includes but not limited to digital banners, videos, infographics, graphics, cartoons, animations, etc.
- vii. The agency shall be responsible for any violation of copyright in the social media posts made for NMRC.
- viii. The agency shall execute changes as per needs of NMRC for the offline edit, online edit, audio, computer graphics, etc., after sharing the same with NMRC.
- ix. The agency shall develop and upload contents on various social media platforms on daily basis. The number of posts on each social media platform per day may be decided by the Corporate Communications Department of NMRC from time to time.
- x. The activities listed under this sub-section shall be executed at periodic intervals, the frequency of which shall be decided by NMRC.
- xi. The social media accounts shall be verified/authenticated by the agency as per the norms of respective platforms

#### C. Dissemination of Messages through Social Media Platforms

- i. The agency shall be responsible for enhancing reach of messages and other activities on various social media platforms through non-paid media so that the content would reach to the last mile on internet domain in real time basis
- ii. The content shall be initially drafted in two languages (English & Hindi) and extended to other Indian languages as per the need.
- iii. The agency shall regularly upload posts on chosen social media platforms
- iv. The agency shall regularly post original blog/articles related to work, milestones, and achievements etc.
- v. While creating content, platform limitations shall be given due care (e.g. 280-character limitation on Twitter, image guidelines on Twitter/Instagram, etc.)

#### Hiring of Print/Creative/Social Media Management Agency

- vi. The agency shall compile and coordinate news, events and community involvement postings within social media
- vii. The agency shall create, select and upload images that increase curiosity and engagement
- viii. The agency shall design creative piece in accordance with campaigns and adapt them to platforms
- ix. The agency shall curate topics on relevant (#)Hashtags/other identifiers on digital platforms.
- x. All activities listed under this sub-section are continuous activities and shall be executed at the information of NMRC from time to time

#### D. Conversation Management

- i. The agency shall set up monitoring services based on pre-defined goals
- ii. The agency shall monitor using proper tracking mechanism to track conversations relating to NMRC
- iii. The agency shall tap existing or initiate new conversations on regular basis.
- iv. The agency shall run (#) Hashtag /other identifiers-based discussions frequently with users of Twitter/Facebook and Instagram, etc

#### E. Influencer Marketing

- i. The agency shall use influencers from society/social media and invite them to be endorsers if required.
- ii. The agency shall maintain a rapport with digitally influential people having a large follower
- iii. The agency shall target influencers for building a positive mind-set amongst the common people.

#### F. Response Management

- i. The agency shall provide accurate, complete, polite and prompt feedback mechanism to users via social media platforms. The agency shall gather inputs from users and respond back to their requests, queries, suggestions, etc., and also share with authorized official of NMRC on regular basis. User interaction would initially be done in Hindi and English only to be extended to other languages subsequently based on requirement.
- ii. The agency shall refrain from using harmful/abusive/arrogant/harsh/abusive/objectionable content of any form while composing social media posts and while replying to queries.
- iii. The agency shall also moderate the social media pages/accounts to avoid spam, advertisements and inappropriate content
- iv. The agency is also expected to track social media networks for relevant and related key words, and respond to them in a big way to initiate positive conversations on social media sites

# G. Monitoring & Reporting

- i. The agency shall track conversations, links and blogs about NMRC and issues/topics relating thereto
- ii. The agency shall track sentiments Positive, Neutral or Negative
- iii. The agency shall employ user-effective third party tracking tools to track the progress of each network.
- iv. The agency shall report any discrepancy in sentiments
- v. The agency shall channelize and draft a plan to work out and neutralize negative sentiments
- vi. The agency shall submit 'Effectiveness Analysis Reports' to NMRC on weekly or monthly basis, as required.
- vii. The agency shall maintain all the relevant Data having proper storage/backup/recovery facility.
- viii. The agency shall provide a fortnightly report and analysis on various initiatives taken and their impact

#### H. Crisis Management

- i. During crisis, the Agency shall be available for NMRC on 24 hrs. basis
- ii. The agency shall also coordinate with concerned departments for gathering relevant information and disseminating the same on social media sites
  - I. The agency shall mark all electronic content (text, photo, video or otherwise) as copy right, wherever applicable; and monitor and report unauthorized use. This responsibility includes but is not limited to the following activities:
  - a. Content sanitization, formatting and uploading
  - b. Use of SEO-Friendly clean permalink structure
  - c. Tagging and categorization of posts and articles
  - d. Feedback mechanism to accept and display hierarchical user comments
  - e. Develop and update the FAQ bank based on user feedback

#### J. Archival Setup:

- i. The agency shall be responsible for storage of content and data by means of online/offline archival support. The archived content shall be made available to NMRC
- ii. The photographs, video and content production shall be delivered through Hard Disk containing all sessions, project files, mixed and unmixed audio tracks, etc.,

#### K. Other anticipated activities but not limited to:

- i. Manage and act on all related opportunities
- ii. Utilise social media tools to support day to day image building efforts
- iii. Means and methods of Social Media Audit

#### L. Additional Comments

- i. The contractor shall be required to provide services as and when required
- ii. The Services will be required at location specified by the NMRC from time to time.
- iii. Contractor/firm must ensure the compliance of various applicable laws, rules and regulations with respect to the manpower engaged by them for the purpose of smooth and efficient rendering of Services to NMRC.
- iv. Absence of staff will not entitle for any exemptions from liabilities of contract, whatsoever, arrangement of alternative/substitute will be the responsibility of the Contractor.
- v. The Contractor shall ensure that only authorized employees enter the premises of NMRC, carrying proper I-card supplied by the contractor.
- vi. The Employer reserves the right to deduct any amount that becomes payable by the Contractor in respect of the manpower being employed by him/her for executing the job awarded, under any Act or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.
- vii. This Tender Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability, & completeness of the information in this Tender Document before participating in the tender process. NMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Tender document is only to the best of the knowledge of NMRC Ltd.
- viii. The manpower employed by the Contractor for NMRC shall not have any right to claim any employment in NMRC

# 3. Section 3: Instructions to Bidders

#### 3.1. General instructions

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal would be disqualified. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- b. The Bidder shall carry out the services in compliance with the provisions of this RFP Document/Contract Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the RFP Document/ Contract Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- c. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders 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 NMRC's decisions are without any right of appeal whatsoever.
- d. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e Bid.
- e. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- f. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- g. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

#### 3.1.1.Cost of Bid Document / e-Tender processing Fee

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> or on NMRC website (<a href="www.nmrcnoida.com">www.nmrcnoida.com</a>) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

#### 3.1.2. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- a. made a complete and careful examination of the e-Bid;
- b. received all relevant information requested from NMRC;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

#### 3.1.3. Availability of Bid Document

This Bid document is available on the web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> or on Noida Metro website <a href="http://etender.up.nic.in">www.nmrcnoida.com</a> to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder's shall have to pay e-Bid document fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

#### 3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Executive Director, NMRC only before or during Pre-Bid Meeting held at NMRC or through video conferencing. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: RFP for "Hiring of Print/Creative/Social Media Management Agency for Noida Metro Rail Corporation (NMRC) Limited". The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- b. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
- c. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- d. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section EE of this e-Bid document under Fraud and Corrupt Practices.

#### 3.1.5. Amendment of e-Bid Document

a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> or NMRC's website <a href="www.nmrcnoida.com">www.nmrcnoida.com</a>. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

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- b. It shall be the sole responsibility of the prospective Bidder to check the web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and NMRC's website <a href="www.nmrcnoida.com">www.nmrcnoida.com</a> from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> or NMRC's website <a href="http://etender.up.nic.in">www.nmrcnoida.com</a>.

#### 3.2. Preparation and submission of Bids

#### 3.2.1. Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

#### 3.2.2. Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a. Technical e-Bid- Technical e-Bid will comprise of
  - i. Fee details Details of Bid processing fee and prescribed EMD
  - ii. Eligibility details Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
  - iii. **Technical evaluation -** Details of all documents needed for Technical evaluation as mentioned in this RFP
  - iv. Any other details required as mentioned in this RFP

#### b. Financial e-Bid -

i. **Price bid –** Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender (http://etender.up.nic.in).

#### 3.2.3. Documents establishing Bidder's Qualification

- a. The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

#### 3.2.4. **E-Bid form**

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document. Financial Quote shall comprise of **fees per month inclusive of all levies and charges but excluding of applicable GST as prevalent** in the Bid form in figures and words.

#### 3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees (INR) only.

#### 3.2.6. Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

#### 3.2.7. Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NMRC may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NMRC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 3.2.8. Submission of e-Bid

- a. The bid submission module of e-procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.
- b. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- c. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- d. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

#### The Bidders have to follow the following instructions for submission of their e-Bid:

- a. For participating in e-Bid through the e-Biding system it is necessary for the Bidders to be the registered users of the e-procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Biding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering for the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Biding system using the user login option on the home page with the login Id and password with which he/she has registered.

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For successful registration of DSC on e-procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid Processing fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical ( fee details, qualification details, e-Bid form and technical specification details) and financial ( e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

#### 3.2.9. Late e-Bid

- a. Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b. The server time indicated in the bid management window on the e- procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.

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c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

#### 3.2.10. Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ld and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

#### 3.2.11. NMRC's right to accept any e-Bid and to reject any or all e-Bids.

- a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the e-Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

#### 3.2.12. Period of validity of e-Bid

- a. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e-Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

#### 3.2.13. Correspondence with the Bidder

- a. Save and except as provided in this e-Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- b. Subject to Clause 3.4.5 no Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his Bid.

#### 3.3. Earnest Money Deposit

#### 3.3.1. Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Bidders shall be required to submit EMD as mentioned in **Data Sheet** for which bid is submitted.
- c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- e. No interest will be paid by the Corporation on the Earnest Money Deposit.
- f. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- g. The EMD may be forfeited:
  - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

#### 3.4. Opening and Evaluation of Bids

## 3.4.1. Opening of technical e-Bid by NMRC

a. NMRC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.

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- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

#### 3.4.2. Opening of financial e-Bid

- a. After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b. NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may be sent by e-mail provided by Bidder.
- c. The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

#### 3.4.3. Correction of Errors

- a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1g.

#### 3.4.4. Examination of e-Bid document

- a. The NMRC will examine the e-Bid to determine if:
  - i. They are complete;
  - ii. They meet all the conditions of the RFP document & its addendum/ corrigendum;
  - iii. The required e-Bid Processing fee, EMD and other required documents have been furnished;
  - iv. The documents have been properly digitally signed; and
  - v. The e-Bids are in order.
- b. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

#### 3.4.5. Contacting NMRC

- a. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

#### 3.4.6. Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

#### 3.5. Award of Contract

#### 3.5.1. Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

#### 3.5.2. Notice of Award (NOA)

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

#### 3.5.3. Signing of contract

At the same time as NMRC notifies the successful Bidder that it's e-Bid has been accepted; the successful Bidder shall have to sign the Contract Agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

#### 3.5.4. NMRC's right to accept any e-Bid and to reject any or all e-Bids

NMRC reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

# 4. Section 4: Eligibility, Evaluation and Selection Process

#### 4.1 Eligibility Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- a. The tenders for this contract will be considered only from companies registered in India. Tender for this contract from the tenderer participating in JV/Consortium shall not be considered & their tender will be summarily rejected.
- b. A tenderer shall submit only one bid in the particular tendering process, individually as a tenderer. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

#### 4.2 Minimum Technical and Financial Criteria

- a. Work Experience: The bidders will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last seven years ending last day of the month previous to the month of tender submission as given below:
  - (i) One similar completed work costing not less than the amount equal to Rs.18.24 Lakhs.
  - (ii) Two similar completed work costing not less than the amount equal to Rs. 11.40 Lakhs. OR
  - (iii) Three similar completed work costing not less than the amount equal to Rs. 9.1 Lakhs.
- b. The Bidder should be a registered company in India.
- c. The Bidder must have completed similar projects of advisory or social media management/consulting projects
- d. The Bidder should have experience of Strategic media planning and brand positioning/ social media management/ Digital media management/ Advertising/ Public Relations/ Communications/ Marketing/ Branding
- e. The Bidder should have a minimum average annual turnover of INR 22,80,000/- in the last 3 (three) Financial Years (F.Y. 2019-20, 2020-21 & 2021-22) i.e. proceeding the bid due date.
- f. The Bidder should not be under a Declaration of ineligibility for corrupt/ fraudulent practices with any Metro Corporations/Government departments/ agencies/ Ministries or PSUs and should not be blacklisted by any government Department/ agencies/ Ministries/ PSUs
- g. Key Personnel
  - Content Writer: Graduate in Mass Communication/ Journalism with at least 3-year experience in content writing. Any experience with government/ quasi government organizations in similar space will be preferred
  - 2. Graphic designer: At least 3- 5 years of experience in graphic designing. Should have experience of handling projects in similar space

# The Bidder shall also furnish the following documentary proof:

- a. For above criteria Eligibility Criteria 4.2 a
  - i. Statutory proof of existence as the legal entity
  - ii. Memorandum and Articles of Association showing the objectives of the company/ firm (as per applicability)
  - iii. Self-attested copy of PAN card of the legal entity
  - iv. A self-attested copy of GST registration
  - v. Form 2: Firm Details
  - vi. Form 7: Power of Attorney

- b. For above criteria 4.2 b/ 4.2 c
  - i. Form 3: Experience Certificate along with documentary proof
- c. For above criteria 4.2 d
  - i. Form 4: Financial Capability Details
  - ii. A copy of Audited/ CA certified Balance Sheets and Profit and loss statement for the F.Y. 2019-20, 2020-21 & 2021-22 having UDIN mentioned on such statement
- d. For above criteria 4.1 e
  - i. Form 5: Undertaking
- e. For above criteria 4.2 f

Form 6: Suitable technical staff for the Project and detailed approach & Methodology for the Assignment

#### 4.3 Information of the Technical and Financial Proposal

- a. Eligibility and compliance to all the forms and documents would be the next level of evaluation. Only those bids which comply to the Eligibility Criteria will be taken up for further technical evaluation
- b. To assist in the examination, evaluation and comparison of bids NMRC may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
- c. Written replies submitted in response to these clarifications sought by NMRC, if any, will be reviewed.
- d. NMRC may interact with the Customer/ Client references submitted by the Bidder, if required
- e. If a bid is not substantially responsive, it will be rejected by NMRC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NMRC's determination of bid responsiveness will be based on the content of the bid itself.

#### 4.4 Selection of Bidder

a. The method of selection is Quality and Cost Based Selection (QCBS). The technical proposals would be evaluated first, and points would be allotted to each of the bidders as follows:

Criteria	Max Score
Understanding scope of work, objectives, purpose of work, requirements (evaluation will be based on details in proposal submitted by Agency)	10
Sample of earlier work (Experience Details)	10
Key profile, award details, experience of agency in Social Media Field	30
Presentation (idea/ concept, treatment, methodology, outline, approach etc.	50
Total	100

The minimum technical score is 65%.

The financial proposal shall be opened for those bidders who shall qualify in the technical round as mentioned above. The bidder quoting the **lowest fee** among the technically qualified bidders shall be selected. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in RFP, be invited to match the Financial Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the lowest Bidder, the NMRC may, in its discretion, invite fresh Financial Bid.

#### 4.5 Presentation

The applicants selected on the basis of their proposal submitted as per Section 4 of this document shall be invited to present their proposal (Time allocated = 15/20 mins) on specified date and location intimated by NMRC.

The presentation should cover all the broad points relevant to the project i.e. - Idea/concept, Approach & Methodology, outline, Work Plan (Procedure to implement the Scope of Work); related experience, technical assistance required from NMRC (if any) etc. along with sample posts/articles/press release etc.

#### 4.6 Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

#### 4.7 Contact during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

**Executive Director** Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex,

Sector-29, Noida 201301

Email: nmrcnoida@gmail.com Website: www.nmrcnoida.com

e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

#### 4.8 Project Financial Terms

#### 4.8.1 Payment Terms

- a. Unless otherwise specified, the agency shall be paid on monthly basis.
- b. The re-conciliation of Contract fee and other dues (if any) shall be carried out monthly. Based on re-conciliation, the adjustment of Contract fee shall be payable to the operator.
- c. The requirements/deployment of mentioned resources will be checked on regular intervals by the metro corporation. The proportionate amount will be deducted from monthly bill if the requirement is not met.
- d. The payment will be remitted to the operator agency after submission/production of valid tax invoice preferably through RTGS/NEFT mode.

#### 4.9 Performance Bank Guarantee (Security Deposit)

To fulfill the requirement of performance Bank Guarantee during the contract period; the successful bidder shall deposit Rs. 2,28,000/- as security deposit in form of FDR/DD or unconditional and irrevocable Bank Guarantee bond issued by Scheduled Bank in favor of "Noida Metro Rail Corporation Limited" for a period of 1 year and 6 months within 30 days from notice of award.

The performance Bank Guarantee should be issued by a Bank branch located in Delhi/NCR, Noida or Greater Noida.

# **Section 5: General Conditions of Contract (GCC)**

These conditions shall be part of the Contract agreement.

#### i. General Provisions

#### A. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddh Nagar, Uttar Pradesh, India.

#### B. Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

#### C. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

#### D. Taxes and Duties

a. The Contractor shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this Contract.

#### E. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall been titled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5 a herein above and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by NMRC 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 Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
  - "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. "collusive practices" means a scheme or arrangement between the Contractor, with or without the knowledge of the corporation, designed to establish prices at artificial, non-competitive levels;
  - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

#### d. Measures to be taken:

i. The Corporation shall have right to cancel the engagement of the Contractor, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

# ii. Commencement, Completion, Modification, Arbitration and Termination of Contract

#### A. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder.

#### **B.** Commencement of Services

The Contractor shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Corporation.

#### C. Expiration of Contract

Unless terminated earlier pursuant to Clause 5 (vi) thereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document.

#### D. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## E. Force Majeure

- a. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- b. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### Hiring of Print/Creative/Social Media Management Agency

- c. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract.

# iii. Obligations of Agency

#### a. General

The bidder shall always act, in respect of any matter relating to the Contract or to the Services, as faithful to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Contractors or third Parties.

#### b. Standard of Performance

The bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, equipment, machinery, materials and methods.

#### c. Conflict of Interests

The bidder shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### d. Prohibition of Conflicting Activities

The bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### e. Confidentiality

Except with the prior written consent of the Corporation, the bidder and the Personnel shall not at any time communicate to any person or entity any confidential information, articles/news, images, reports, etc. acquired in the course of the Services, nor shall the bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.

#### f. Accounting, Inspection and Auditing

The bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

#### iv. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### v. Settlement of Disputes

#### A. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

#### B. Arbitration

Any disputes and difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (NMRC and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the MD, NMRC on receipt of written notice / demand of appointment of Arbitrator from either party.

The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

**Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the bidder shall continue to perform and make due payments to NMRC as per the Contract Agreement

#### C. Jurisdiction

With respect to any dispute arising out of or related to this Contract Agreement Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar, Uttar Pradesh, India.

#### D. Cost

The cost of arbitration shall be borne equally by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

#### E. Indemnity

The Agency shall indemnify, protect and save NMRC and hold NMRC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, relating to or resulting directly or indirectly from:

- a. An act of omission or commission of the Bidder, its employees, its agents, or in the performance of the services provided by this Agreement
- b. Breach of any of the terms of this Agreement or Breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder
- c. Bonafide use of deliverables and services provided by the Bidder
- d. Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project
- e. Claims made by the employees, who are deployed by the Bidder, under this Agreement
- f. Gross negligence or gross misconduct solely attributable to the Bidder or by any of their employees for the purpose of any or all of the obligations under this Agreement

The Bidder/ Agency shall further indemnify NMRC against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third party claims on NMRC for the malfunctioning of the equipment or software or deliverables at all points of time, provided however, NMRC notifies the bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiation.

#### vi. Termination of Contract

- a. For convenience: NMRC by written notice sent to Bidder may terminate the Contract in whole or in part at any time for its convenience giving one (1) month's prior notice. The notice termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon such termination becomes effective
- b. For insolvency: NMRC may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NMRC.
- c. For Non- Performance: NMRC reserves its right to terminate the contract in the event of Bidder's repeated failures, say more than 3 occasions in a calendar year to maintain the service level prescribed by NMRC.

# 5. Section 6: Draft Contract Agreement

THIS AGREEMENT made on theday of 2023 at No.	oida, District Gautam Budh
Nagar, Uttar Pradesh Between Noida Metro Rail Corporation Limited	I (Hereafter referred to as
"NMRC"), a company incorporated under Companies Act 2013, vide corporated	orate identification Number
U60231UP2014SGC066849 and having its registered office at Block-III, 3rd	d Floor, Ganga Shopping
Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar	Pradesh, India represented
by of the company, by virtue of his design	nation and authorization by
Sh/Smt, Managing Director, NMRC (hereinafter call	ed as the "Client"), which
expression shall unless excluded by or repugnant to the context or mean	ning thereof be deemed to
include its successors and permitted assigns) of the one part,	
AND	
havi	ng its registered office af
,represented	by
(herein after called the "Contractor", which	h expression shall unless
excluded by or repugnant to the context or meaning thereof be deemed to	include its successors and
permitted assigns) of the other part. WHEREAS the client desires that the Wo	orks/ Services known as the
"	should be
executed by the Contractor, and has accepted a contract by the Contra	ctor for the execution and
completion of these Works.	
The Client and the Contractor agree as follows:	
1. In this Agreement words and expressions shall have the same mea	anings as are respectively
assigned to them in the Contract documents referred to.	
2. The following documents shall be deemed to form and be read and	construed as part of this
Agreement -	
Reference:	
(i) Tender No Dated	
(ii) Bid Documents duly accepted and submitted by	dated
(iii) The Bidding Documents which include all the Sections specified below	v:
a.Section 1: General Information	
b.Section 2: Terms of Reference	
c. Section 3: Instructions to Bidders	
d. Section 4: Eligibility, Evaluation and Selection Process	
e. Section 5: General Conditions of Contract (GCC)	
f. Section 6: Draft Contract Agreement	
g.Section 7: Forms	
(iv) Notice of Award () issued by NMRC	
(v) Letter of Acceptance of NOA () given by	to NMRC
(vi) Any other admitted correspondence documents between NMRC and t	the Bidder

#### 3. Duration of Contract

Duration of Contract means a period of One (1) year, with the provision of extension of one (1) year based on the satisfactory performance.

#### 4. Price Schedule

NMRC shall consider the following price, as quoted by the Contractor as part of financial bid:

- **5.** The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 6. In consideration of the payments to be made by the Client to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Client to execute the Works/Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<a href="http://etender.up.nic.in">http://etender.up.nic.in</a>) or <a href="http://etender.up.nic.in">www.nmrcnoida.com</a> and any other correspondence in this regard, shall not be treated as a part of the Contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work/service during execution or thereafter."

# Hiring of Print/Creative/Social Media Management Agency

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Contractor	For and on behalf of the Client
Signature of the authorized official	Signature of the authorized official
Name of the official	Name of the official
Stamp/Seal of the Contractor	Stamp/Seal of the Client
In the presence of:	In the presence of:
Sign of Witness 1	Sign of Witness 1
Name	Name
Address	Address
Sign of Witness 2	Sign of Witness 2
Name	Name
Address	Address

# 7. Section 7: Forms

# Form 1: Letter of Proposal Submission

[Location, Date]

To

Executive Director
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Subject: Hiring of Print/Creative/Social Media Management Agency for Noida Metro Rail Corporation (NMRC) Limited

Dear Sir,

We, the undersigned, offer to provide services in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied and analyzed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.

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. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

# Form 2: Firm Details

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company/ Firm	
4.	Details of Incorporation of the Company	Date
		Reference
5.	Valid GST No,	
6.	Permanent Account Number (PAN)	
7.	Name and Designation of Contact	
	Person	
8.	Telephone No, (with STD/ ISD Code)	
9.	Email of the Contact Person	
10.	Fax No.	

# Form 3: Experience

Provide a brief description of the background and organization of your firm

The following format shall be used for statement of experience of Bidder:

S. N	Clients Name	Nature of Services	Period	Contact Person	Contact Details
1					
2					
3					

#### Instructions:

- a. Furnishing of details in all the columns is mandatory.
- b. The work shall be filled in chronological order with oldest work filled first.

(Sign and Stamped by authorized signatory)

**Enclosure: Work order/ Agreement/ Completion Certificate** 

# Form 4: Financial Capability Details

Bidder should submit their financial details as per the following:

Inis	This is to certify that the Annual Turnover of M/s				
havi	ng registered office at				
	fc	or last three years is as be	low:		
	Financial	Name of the Bidden	T (IND)		
S. N	Financial year	Name of the Bidder	Turnover (INR crore)		
1.	2021-22				
2.	2020-21				
3.	2019-20				
4.	Average Turnover				

**Authorized Signatory** (Name & Designation of Authorized Signatory)

Signature & Seal of Chartered Accountant: UDIN: -

FIRM Registration No.:-

For the purpose of qualification:

- 1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- 2. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.

A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

**Authorized Signatory** (Name & Designation of Authorized Signatory)

#### Form 5: Undertaking

Name of Work: Hiring of Print/Creative/Social Media agency for Noida Metro Rail Corporation (NMRC) Limited

- 1. I confirm that I/ Bidder have not been banned /declared ineligible for corrupt and fraudulent practices/ blacklisted by Govt. of India, State Govt./any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5 years.
- 2. I confirm that I/ Bidder have no revenue dues from any government department or government/public sector agency
- 3. I confirm that I/Bidder do not have any case of criminal prosecution registered against me/us

Signature of the bidder with seal
Dated:
Witness:
Address:

Note: To be signed by the Bidder

# Form 6: Description of Approach and Methodology

- a. Approach and Methodology
- b. Team Composition with Task Assigned
- c. Work Schedule.

S.No.	Name of the personnel	Designation	Educational Qualifications	Year of experience	Details of Similar nature of work undertaken	Tasks assigned for this Assignment

Signature of the bidder with seal
Dated:

**Enclosure: Supporting documents in respect of above** 

# Form 7: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the
registered office of the Bidding Company) 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 Attorney to do in our name and our behalf all
or any of the acts, deeds or things necessary or incidental to submission of our Bid for 'Hiring of
Print/Creative/Social Media agency for Noida Metro Rail Corporation (NMRC) Limited' in response
to the RFP Document dated issued by Noida Metro Rail Corporation ("NMRC" or "the
Corporation"), including signing and submission of the Bid and all other documents related to the Bid,
including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or
any other document which the Corporation may require us to submit. The aforesaid Attorney is further
authorized for making representations to the NMRC or any other authority, and providing information
responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the
Corporation in all matters in connection with our Bid till the completion of the bidding process as per the
terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till
the expiry of the Contract.
We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of
Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and
shall always be deemed to have been done by us.
All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP
Document.
Signed by the within named
[Insert the name of the executant company]
through the hand of
Mr
duly authorized by the Board to issue such Power of Attorney
Dated this day of
Accepted
Signature of Attorney
(Name, designation and address of the Attorney)
Attested
(Signature of the executant)
(Name, designation and address of the executant)
Signature and stamp of Notary of the place of execution
Orginature and Stamp of Motary of the place of execution
Common seal of has been affixed in my/our presence pursuant to Board of Director's
Resolution dated

WIIINE	55
1.	
	(Signature)
	Name
2	Designation
۷.	(Signature)
	Designation

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Financial Form: Bid Offer/ BOQ (Format)

Executive Director
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

Sub: Financial Bid for Hiring of Print/Creative/Social Media Management Agency for Noida Metro Rail Corporation (NMRC) Limited

Dear Sir,
Dear Sir/Madam,
We, the undersigned, offer to provide the services for the above in accordance with your Bid dated, and our Bid (Response to Technical eligibility criterial and Financial Bid). Our attached Financial Bid is for the <b>monthly fixed fee of</b> [excluding all taxes, Amount in words and figures].
We understand that the client reserves the right to negotiate the Financial Bid.
We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the Bid.
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.
We understand you are not bound to accept any Bid you receive.
Yours sincerely,
Signature:
Name and title of Signatory:
Name & address of the Bidder