

**Application**

**For**

**Playing Curated Music and Content at NMRC Stations and Depot**

**NOIDA METRO RAIL  
CORPORATION (NMRC) LIMITED**

**Tender No. NMRC/FM/Ops/35/2018**

**October 2018**

**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**

## **Data Sheet**

1	Name of the Application	For playing Curated Music and Content at NMRC Stations and Depot
2	Time-period of contract	12 Months
3	Processing Fee	INR 10,000 (including GST) (Rupees Ten Thousand only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
4	Name of the Corporation's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: <a href="mailto:nmrcmangoj@gmail.com">nmrcmangoj@gmail.com</a> Website: <a href="http://www.nmrcnoida.com">www.nmrcnoida.com</a>
5	<b>Schedule of Application Process</b>	
	Heads	Key Dates
	Uploading of Application	12/10/2018
	Pre-Application Meeting	24/10/2018, 1100 hrs (IST)
	Last Date of Application Submission	26/10/2018, 1500 hrs (IST)
	Presentation	To be intimated by NMRC
6	Account details	<b>For Processing Fee</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

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## ABOUT NMRC

Noida and Greater Noida are being developed as the industrial 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.

Noida Metro Rail Corporation (NMRC) is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of NMRC is to help create an efficient, safe, reliable, economical and affordable public transport system.

## DISCLAIMER

This Application for playing Curated Music and Content at NMRC Stations and Depot” contains brief information about the scope of work.

While all efforts have been made to ensure the accuracy of information contained in this Application Document, this Document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigation 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 application/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 Application Document.

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

NMRC reserves the right to accept or reject any or all applications 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 documents to be submitted in terms of this Application Document.

## **Application for playing Curated Music and Content at NMRC Stations and Depot**

### **1. Background**

- 1.1. An elevated metro line between Noida and Greater Noida is under advanced stages of testing and is likely to be operational soon.
- 1.2. It is acknowledged that the Curated Music and Content at NMRC Stations and Depot ("Project") will
  - Elevate the commuters'/ employees' moods
  - Be a communication platform for updating commuters on various developments of NMRC
  - Make the journey a more memorable and enjoyable experience
- 1.3. NMRC invites Applicants ("Interested parties") to submit their Applications. Based on the responses of Applications received, NMRC shall select the party as per the procedure in the document for the mentioned scope.

### **2. About Broad Project Scope**

The Selected Applicant is expected to provide (but not limited to) following services:

- I. Curated Music and Content to play at NMRC Stations (Annexure 1) and Depot. The areas at Stations shall include Concourse area, Platform area and other areas as decided by NMRC.
- II. The Applicant shall develop content packages which shall include music, entertainment, greeting messages and trivia's focused broadly around NMRC, Delhi, Noida, Greater Noida and run the same by mutual consent of the Parties.
- III. The Applicant shall provide a passive communication platform to NMRC for reaching out to the masses and updating them periodically on various developments of NMRC by means of Interviews of authorities / Bytes, etc.
- IV. The Applicant shall acquire all the licenses required pertaining to the services.
- V. The Applicant shall create awareness about the NMRC metro service "On Air"

### **3. Eligibility of Applicants**

- I. The Applicant should be registered and have experience in Media and Entertainment industry
- II. The Applicant should have similar experience of providing service to Metro Rail/ Railways/ Airport/ Road transport system/ Government/ Public Sector Undertakings in India.

Documentary proofs to be submitted for the above parameters.

### **4. Documents to be submitted**

The Application to be submitted by the Interested Parties shall, *interalia*, include:

- I. Cover Letter expressing interest to participate in the form and manner prescribed hereunder as Form 1;
- II. Details of Applicant in the form and manner as prescribed hereunder as Form 2;
- III. Technical Proposal as prescribed hereunder as Form 3;
- IV. Details of Financials involved (if any) as prescribed hereunder as Form 4;
- V. Scanned copy of transaction of payment - Processing Fee (Non-Refundable), failing which Application shall not be considered for evaluation

**5. Date of submission**

- I. The Interested parties shall submit their respective details in aforesaid format latest by 26/10/2018 [3:00 PM] at NMRC's herein below mentioned address:

GM (Technical)  
Noida Metro Rail Corporation,  
Block-III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida 201301  
Email: [nmrcmanoj@gmail.com](mailto:nmrcmnoj@gmail.com) , Website: [www.nmrcnoida.com](http://www.nmrcnoida.com)

- II. Applications received by the NMRC after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

**6. Presentation**

Eligible Applicants shall be invited to present their proposal (Time allocated = 15 mins) on specified date and location intimated by NMRC. The presentation should cover all the broad points relevant to the project i.e. - Approach, Methodology and Work Plan (Procedure to implement the Scope of Work); Technical assistance required from NMRC etc. along with sample audio clips.

**7. Selection Process**

NMRC shall evaluate the applications on the basis of:

- I. Eligibility Criteria
- II. Proposal presentations, which highlights the following –
  - a. Approach, Methodology and Work Plan  
(Procedure to implement the Scope of Work)
  - b. Technical assistance required from NMRC
- III. Details of financials involved (if any) (in order to undertake the scope)

**8. Application Registration and Instructions**

- I. Applicants are advised to study all instructions, forms, terms, requirements and other information in the Application carefully.
- II. Applicant shall be deemed to have applied after careful study and examination of the Application Document with full understanding of its implications.

**9. Submission of**

- I. All the notifications & detailed terms and conditions regarding this Application notice hereafter will be published on the NMRC website.
- II. The application should be submitted in hardcopy in a sealed envelope marked as **“Application for playing Curated Music and Content at NMRC Stations and Depot”** within the deadline as specified in Clause no. 5
- III. Applicant shall submit all formats and suggested documentary evidence with the Application document.

**10. Nodal Officer for Information about the Project Application**

Applicants may obtain further information/ clarifications pertaining to this Application from the office of GM (Technical).

### **General Terms and Condition**

NMRC and Applicant are hereinafter be individually referred to as the “**Party**” and jointly as the “**Parties**”.

#### **1. Term and Termination**

- a. The term of the association shall be effective for the period of 12 (Twelve) months from the date of signing of the Agreement, unless otherwise terminated by the Parties in accordance with the terms. This agreement may be renewed or extended for any period as may agreed by the parties.
- b. Either Party shall have the right to terminate the contract if the other Party commits a breach of any of provisions of this Application and fails to cure/remedy such breach (if capable of being remedied) within cure notice period of 30 days or fails to perform any of the material obligations.
- c. Without prejudice to the aforesaid, the either Party shall have a right to terminate the Agreement, by way of giving a 30 days prior written notice of its intention to do so, to other Party.

#### **2. Obligations of the Applicant**

- a. Work: To undertake to run the curated music and content at NMRC Stations and Depot.
- b. Approvals: To take the approval from the Corporation pertaining to the content and music
- c. Conflict of Interest: To 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. Confidentiality: Except with the prior written consent of the Corporation, the Applicant shall not at any time communicate to any person or entity any information acquired in the course of the Service. The Applicant shall not use such documents, data and other information received from the Corporation for any purpose other than undertaking services as are required for the performance.

#### **3. Communication**

Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when delivered.

#### **4. Language**

- a. The Applications prepared by the Applicant and all correspondence and documents relating to the applications exchanged by the Applicant and NMRC, shall be written in English language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the application, the English translation shall govern.
- b. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicant.

#### **5. Permits, Licences or Approvals**

It shall be Applicant's exclusive responsibility to get approvals, permits or license required for the Service. However, NMRC may (where corporation is in a position to do so) provide

reasonable assistance to Applicant at the request and cost of the Applicant in getting Permits, License or Approvals required during the Service.

The rendering of such assistance by the NMRC shall not be interpreted as a pretext by the Applicant as condoning of any delay or non-performance of any of the Applicant's obligations. The following-up of all such applications shall be the responsibility of the Applicant.

**6. Corrupt or fraudulent practices**

NMRC requires that the Applicant, their agents observe the highest standards of ethics during application and execution of this Contract. In pursuance with this policy, NMRC:

- a. defines, for the purpose of these provisions, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to the Corporation or any of their employees, influence in the process or in Contract execution; and
  - ii. "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a process or the execution of a Contract to the detriment of the Corporation and includes collusive practice among Applicant (prior to or after Application submission) designed to establish prices at artificial non-competitive levels (as the case may be) and to deprive the Corporation of the benefits of free and open competition.
  - iii. Breach of any of the contract condition during execution.
- b. Will reject the Application for the Service or rescind the Contract if the Corporation determines that the Applicant has engaged in corrupt or fraudulent practices.
- c. Will declare the Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- d. The successful Applicant shall apprise NMRC of any fraud/suspected fraud as soon as it comes to their notice.

**7. Provision Of Efficient And Competent Staff**

The Applicant shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The Corporation may require the Applicant to remove (or cause to be removed) any person employed on the Site, including the Applicant's Representative, who in the opinion of the Corporation:

- a. persists in any misconduct,
- b. is incompetent or negligent in the performance of his duties,
- c. fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

**8. Indemnity**

The Applicant shall indemnify and hold harmless the Corporation from and against any and all damages, injuries, losses, claims, arising or resulting from willful default and gross negligence by the Applicant in connection with the scope of work contemplated in this Application.



## **9. Intellectual Property Right**

- a. Any trademarks or logos provided by the Parties to each other shall remain the property of such Party providing the trademark or logo and shall be returned to the Parties at its request at any time or immediately upon the expiration of this Contract. All such trademark or logos shall be used only in relation to the performance of the obligations under this Application and not otherwise.
- b. The Parties shall not indulge in any act which may disparage, degrade or tarnish the image of either the Applicant or the Corporation or any of the respective trademarks and shall use the name and the trademark of either Party in a manner consistent with the goodwill and reputation of the Parties and in accordance with the terms of this Application.
- c. Either Party shall not, at any time, use the name of the other Party's names, logos, trademarks or any other intellectual property or those of any of the other Party's associated entities, to the detriment of such other Party.
- d. Notwithstanding anything contained herein, this Contract shall not constitute an assignment by either Party of its trademark, copyright or any other intellectual property rights.

## **10. Waiver**

No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any Party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Contract neither Party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that Party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

## **11. Vacation of space**

After the expiry or termination of the Contract, the Applicant shall not have any claim and right to use the space further.

## **12. Governing Law and Jurisdiction**

The conditions shall be governed by and construed in accordance with the laws in the territory of India. 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 Budh Nagar, Uttar Pradesh, India.

## **13. Settlement of Disputes**

### **13.1. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**13.2. Arbitration**

In the event of any dispute and/ or difference whatsoever arising under this Contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Application or it's clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration. The sole Arbitrator would be appointed by the Managing Director (MD), NMRC. The decision of the said sole Arbitrator shall be final subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 shall apply. The arbitration proceedings shall take place in Noida.

**13.3. Jurisdiction**

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

**13.4. Cost**

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

**Formats for Submission of  
Application**

**Form 1**

**Format for Covering Letter**

Date:

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

**Sub: Application for playing Curated Music and Content at NMRC Stations and Depot**

Dear Sir,

1. With reference to your Application document dated \_\_\_\_\_, I/We the undersigned am/are hereby expressing our Interest for playing Curated Music and Content at NMRC Stations and Depot.
2. I/We have prepared our application for the captioned project as specified in Application Document.
3. I/We hereby confirm that I/we neither am/are black listed/debarred nor have contracts terminated/ foreclosed by any company / department during last 5 (five) Financial Years due to non- fulfilment of Contractual obligations.

I/We hereby declare that all the information and statements made in this Application are true.

\_\_\_\_\_  
(Name and Title of the Authorized Signatory)

\_\_\_\_\_  
(In the capacity of)

\_\_\_\_\_  
(Name of the Entity with Seal)

**Form 2**

**Application for playing Curated Music and Content at NMRC Stations and Depot**

1. Name of Applicant :

2. Address for Correspondence :  
Contact Person :  
Mobile No. :  
Phone No. :  
Email ID :

4. Legal Entity (attach documentary proof) :

5. About the Applicant :

6. Experience

S.No	Heads	Description (Attach Documentary proof)
1	The Applicant should be registered and have experience in Media and Entertainment industry	
2	The Applicant should have similar experience of providing service to Metro Rail/ Railways/ Airport/ Road transport system/ Government/ Public Sector Undertakings in India.	

Date

Name and Signature of Authorized Signatory

Name of the Entity with Seal

Please note: Documentary proof needs to be attached for Legal Entity (S.No. 4) and Experience (S.No. 6) as mentioned above.

**Form 3**

**Technical Proposal**

- a. Approach, Methodology and Work Plan  
(Procedure to implement the Scope of Work)
- b. Technical assistance required from NMRC

*<Left intentionally blank – For Applicants only>*

**Form 4**

**Details of Financials involved (if any)**

*<Left intentionally blank – For Applicants only>*

### Annexure 1: Details of the Metro Stations

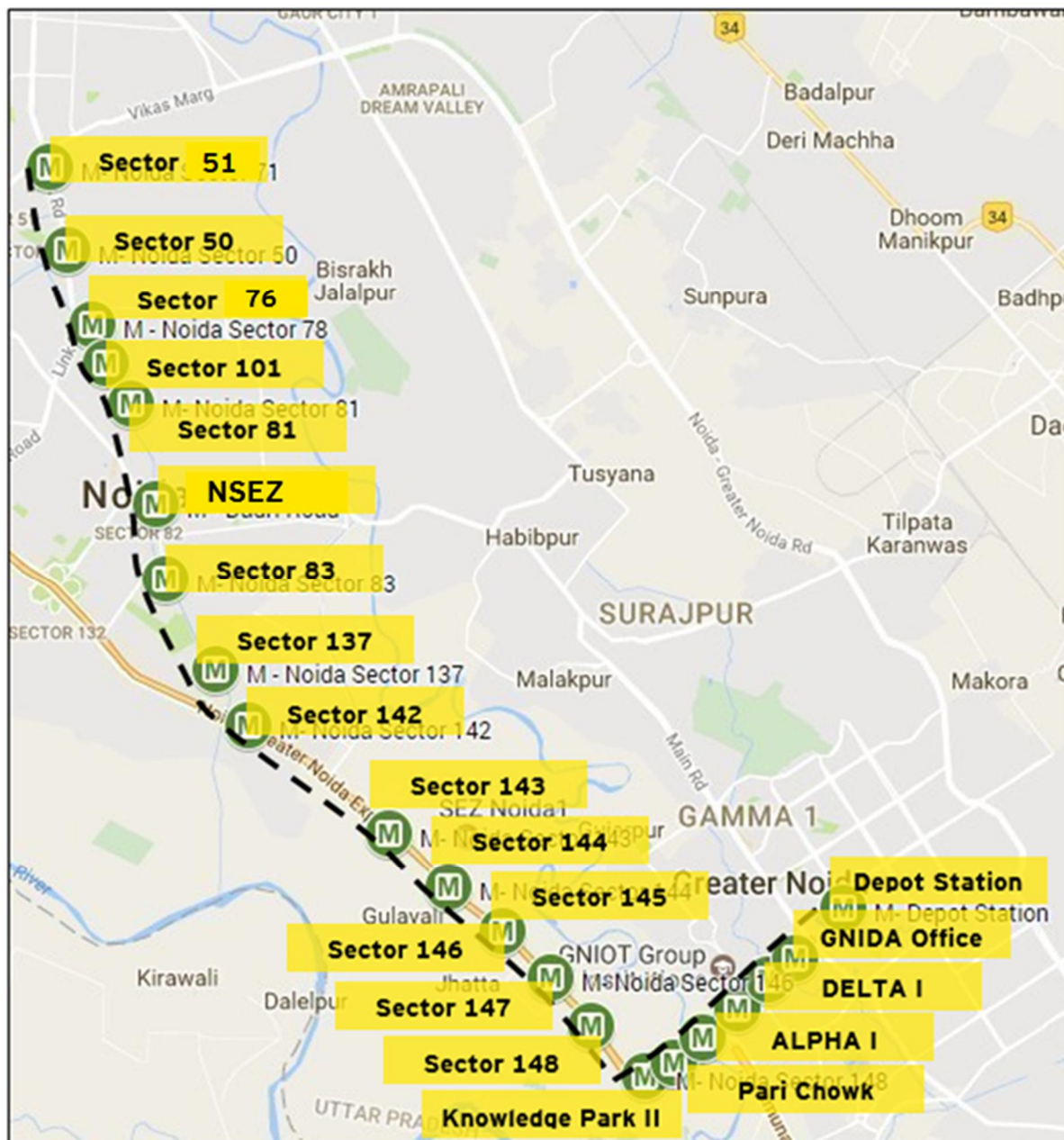


Fig: The Upcoming Metro Line

*Please Note: The map shown above is indicative (not to scale)*



<b>S.NO.</b>	<b>Name of the Station</b>
1.	Sector 51 Station
2.	Sector 50 Station
3.	Sector 76 Station
4.	Sector 101 Station
5.	Sector 81 Station
6.	NSEZ Station
7.	Sector 83 Station
8.	Sector 137 Station
9.	Sector 142 Station
10.	Sector 143 Station
11.	Sector 144 Station
12.	Sector 145 Station
13.	Sector 146 Station
14.	Sector 147 Station
15.	Sector 148 Station
16.	Knowledge Park II Station
17.	Pari Chowk Station
18.	ALPHA I Station
19.	DELTA I Station
20.	GNIDA Office Station
21.	Depot Station