

Bid Document
For procuring services for Social Media related activities and creation
and publication of creative
at Mumbai Metro Rail Corporation Limited(MMRC)

Date of issue of Bid Document: From 11.05.2015

Last Date & time for submission: upto 1500 hrs on 26.05.2015

Amount: Rs .2000/-

Address for submission:

Information Technology Cell
Mumbai Metro Rail Corporation Limited
3rd Floor, Namttri Building, Behind MMRDA
Near Jetwan, Bandra Kurla Complex, Plot No. R-13, E-Block
Bandra (East), Mumbai- 400-051

Date & time for opening of Bid Document:

Technical bid: at 1530 hrs on 26.05.2015

Financial Bid of eligible Bidders: Same day as opening of Technical Bid

Table of Content

Contents

1. Bid Notice.....	3
2. Scope of Work and General Instructions	4
3. Technical qualification criteria.....	7
4. Technical evaluation parameters	8
5. Criteria for Evaluation of Bid.....	8
6. Format for Technical Bid.....	10
7. Format for Declaration.....	11
8. Format for Financial Bid.....	12
9. Terms and Conditions.....	13
10. Documents to be submitted along with the Technical bid	16
11. Documents to be submitted by the successful agency before start of project (on selection).....	16
12. Draft Format for Performance Bank Guarantee	17

1. Bid Notice

1. Sealed Bids are invited under Two Bid System i.e. (Part-I Technical Bid and Part-II Financial Bid) from reputed Agencies having relevant experience in the field of Social Media and Communication related services at MMRC. The detailed technical criteria that the agencies would need to fulfill are given in point 3 of Technical qualification criteria below. The contract will be initially for a period of 12 months and is likely to commence from 2 weeks from the selection of the bidder. The quantum of advertisements to be placed may increase or decrease during the period of contract.
2. The Bid document can be downloaded from the MMRDA website :
<https://mmrda.maharashtra.gov.in>
3. The Technical bid shall be opened on 26.05.2015 in the office of Mumbai Metro Rail Corporation Ltd., Plot No. R-13, E-Block, NaMTTRI Building, Bandra-Kurla Complex, Bandra (E), Mumbai-51 in the presence of the representative of firms who wish to be present. At the first instance the technical bids shall be analyzed by a technical committee/Project Implementation Committee constituted for the purpose. At the second stage financial bids of only technically acceptable offers shall be opened at later date. The scheduled time and venue for opening the financial bids will be on the same day as the technical bid opening. However, only the technically qualified bidders would need to be present during the opening of the commercial bid
4. MMRC reserves the right to cancel the Bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason, thereof.

2. Scope of Work and General Instructions

1. MMRC requires the services of well experienced agency to provide a team for Social Media and Communication related services
2. The selected agency needs to deploy a team having adequate expertise in working on social media / communication related activities with creation and publishing of creative which should be onsite on a regular /need basis.
3. The basic Scope of Work is given below:
 - Creating , updating and continuously monitoring the Social Media presence of MMRC on platforms but not limited to the following :
 - a. Facebook
 - b. YouTube
 - c. Twitter
 - Update all social media platforms with relevant posts/content
 - a. Provide time-to-time recommendation to MMRC on relevant content /posts to be updated on the social media platforms
 - b. Respond to queries / comments of citizens on Social media Platforms after taking necessary approval from the concerned authority at MMRC
 - Creation of content and creative for social and online media
 - a. The content and creative shall be in English and Marathi (Any images / photographs to be used for creative are to be bought separately and shall be payable by MMRC at actuals.)
 - b. The agency may have to develop multiple creative for various sites and occasions as per the need of MMRC
 - Advertisements
 - a. Planning and creation of advertisements on online and social media (The amount to be paid for advertisement to the websites /portals shall be separate, and would be at actuals)
 - Administrative and operational activities
 - a. Submission of Daily activity summary report
 - b. Submission of weekly report on the work done

**As part of this scope of work, only one agency would be engaged and would be paid only in lump sum. The agency needs to quote financials accordingly.

4. The interested Agency may submit the Technical and Commercial Bid in a sealed envelope at the Address specified on or before 1500 hrs on 26.05.2015. The Bids will not be accepted beyond the stipulated date and time under any circumstances what so ever.
5. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to MMRC at the address specified in person or by post
6. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MMRC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process
7. MMRC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
8. The dates relating to the RFP are cited as under :
 - Date of issue of Bid Document: From 11.05.2015
 - Last Date & time for submission: up to 1500 hrs on 26.05.2015
 - Clarification on the bid document : up to 15.05.2015
 - Release of response to clarifications (*): by 18.05.2015
 - Date & time for opening of Bid Document:
 - ✓ Technical bid: At 1530 hrs on 26.05.2015
 - ✓ Financial Bid of eligible Bidders: Same day as opening of Technical Bid

()The responses would be released on e-mail, bidders are required to provide the necessary information for communication. The queries can be sent to itpmo.mmrc@gmail.com*

9. The successful Bidder will have to deposit Performance Security Deposit of 10% of the contract value in the form of bank guarantee issued by a Nationalized / Scheduled Commercial Bank covering the period of contract. The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firms. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful Bidder.

10. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs. 25,000 (Rupees Twenty five Thousands only) Bids submitted without EMD will be liable for rejection. The EMD shall be in Indian rupees and shall be in the form of DD, issued by any nationalized bank / scheduled commercial bank in India having branch at Mumbai, Maharashtra drawn in favour of “ The Chief Financial Officer , Mumbai Metro Rail Corporation Limited” payable at Mumbai and should be valid for at least 90 days from the due date of the Bid/RFP
11. EMD of Successful bidder will be returned after the award of contract and submission of the performance bank guarantee within specified time and in accordance with the format given in the RFP
12. Unsuccessful bidder’s EMD shall be returned within 120 days from the date of opening of the financial bid.
13. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
14. EMD shall be non-transferable.
15. The EMD may be forfeited:
 - If a Bidder withdraws his bid or revises/ increases his quoted prices during the period of bid validity or its extended period, if any.
 - If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - If during the bid process, a bidder indulges in deliberate act that would jeopardise or unnecessarily delay the process of bid evaluation and finalization. The decision of the MMRC regarding forfeiture of the Bid Security shall be final and binding upon bidders.
16. The RFP document fees should be paid in the form of a DD in Indian rupees issued by any nationalized bank / scheduled commercial bank in India having branch at Mumbai, Maharashtra drawn in favor of “ The Chief Financial Officer, Mumbai Metro Rail Corporation Limited” payable at Mumbai. Proposals received without or with inadequate RFP Document fees shall be rejected.
17. The Bidder needs to enclose scanned copies of the following documents along with the Technical Bid, failing which their bids shall be summarily/outrightly rejected and will not be considered any further
 - Copy of the Registration Certificate under Companies Act;

- Copy of PAN card of the Agency (not of the individual);
 - Copy of the Service Tax registration certificate;
 - Copy of the Turnover statement of last two years duly certified by Chartered Accountant.
18. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
19. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
20. The Financial Bid of only those Bidders will be opened whose Technical bid are found in order. The Financial bid shall be opened at later stage. The scheduled time and venue etc. will be communicated to only those firms whose technical bids are found in order.
21. MMRC reserves the right to cancel all bids without assigning any reason.

3. Technical qualification criteria

The Bidding manpower Agency must fulfill the following technical specifications / Pre-Qualification in order to be eligible for technical evaluation of the bid:

Sl. No.	Qualification Criteria	Supporting document required
1	The Bidder must be a Registered Company / firm in India and should be operating in India for the last 2 years as on the date of Bid Opening.	Certificate of Incorporation issued by the Registrar of Companies.
2	The Bidder should have worked on minimum of 3 project with any State or Central Govt. organization/PSU/Pvt. Sector organization in India for Social Media, Online advertisement, Creative designing in the last 2 years as on date of submission of the Bid.	Copy of the Work Order or Agreement or Letter or Payment receipt from the client on his/her letterhead
3	The Bidder should have a minimum average turnover of Rs. 100 lakhs in the Last 2 Financial Years (FY 2012-13 and 2013-14)	Audited copies of P&L Statement or CA Certificate to be given
4	The Bidder should have made gross profit in each of the Last 2 Financial Years	Audited copies of P&L Statement or CA Certificate to be given

5	The Bidder should have a minimum team strength of 15 individuals as on date of submission of bid	Letter from authorized signatory of the company or by HR Head of the company on company letterhead with company stamp
6	The Bidder should not have been blacklisted by any State / Central Govt. organization/PSU in India	Letter from authorized signatory of the company on company letterhead with company stamp
7	The Bidder should propose Team lead having mandatory experience of working on comparable scope of work as specified in this RFP with the Government sector/ PSU in India	Letter from authorized signatory of the company or by HR Head of the company on company letterhead with company stamp

4. Technical evaluation parameters

The technical evaluation shall be based on the proposal and the documents submitted. The brief evaluation criteria are given below (the evaluation shall be based on presentation to be made to MMRC):

Sl. No.	Evaluation Criteria	Marks
1	Past experience of the firm in Social Media, Online advertisement, Creative designing The evaluation shall be based on the quality and complexity of the assignments and the client profile handled	40 Marks
2	Proposed Project Plan, plan for prototype of social media integration, Creative Ideas, Campaign	20 Marks
	TOTAL	60

Details regarding all of the above must be provided as part of the Technical Bid being submitted.

5. Criteria for Evaluation of Bid

1. The Pre-Qualification of the bidder shall be checked on the basis of technical qualification criteria mentioned in Section 3.

2. Bidders meeting or exceeding all the criteria mentioned in Section B shall be deemed to be meeting the basic qualification criteria and would be eligible for further evaluation
3. Bidders not meeting or not providing necessary supporting documents for the above mentioned criteria shall not be considered for further evaluation
4. Bidders meeting the basic qualification criteria shall be eligible for technical evaluation as per Section C.
5. The Financial Bids of the bidders meeting the technical evaluation criteria **(Min.Score of 45)** shall be opened
6. The final evaluation shall be based on Least Cost (L1) basis. That is, bidder who scored above 45 marks in technical evaluation and having the lowest financial quote shall be awarded the contract.

6. Format for Technical Bid

1. Name of Agency:
2. Name of proprietor/Director of the agency:
3. Full Address of Reg. Office with Tel & Fax No.:
4. Full Address of Offices in Maharashtra with Tel & Fax No.:
5. Name of the contact person for the bid:
6. Contact details (Tel. No., email)
7. Registration No. of the Agency under the Companies Act (Attach copy of the Registration certificate)
8. PAN No of the company: (Attach copy of PAN card of the Agency)
9. Service Tax Registration No.(Attach copy of the Service Tax Registration certificate)
10. Details of major projects with Central Government/State Governments/PSUs/ Reputed Private Firms as per the need of the Pre-Qualification and Technical Evaluation Criteria
11. Detailed profile of the resources to be deployed for the project
12. Detailed approach and methodology for the work to be done
13. Letters from authorized signatory regarding number of employees in the company
14. Letter from authorized signatory confirming that the agency has not been blacklisted

Signature of authorized person

Date:

Full Name:

Place:

Seal

7. Format for Declaration

1. I, _____ Son/Daughter/Wife of Shri. _____ as Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this Bid Document
2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my Bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal

8. Format for Financial Bid

The agency is required to submit price bid as per following details in the BOQ only which is provided separately in financial cover.

Sl. No.	Item	Cost (in INR)
1	Charges for resource deployment for the scope of work for a period of 12 months (should include Out of Pocket expenses)	
2	Taxes (including Cess)	
3	Total	

- 1. The above total (Sl. No. 3) should be inclusive of all taxes**
- 2. The above rates should be inclusive of all out of pocket and incidental expenses. No other amount shall be payable to the selected agency apart from the rate mentioned above**

Signature of authorized person

Date:

Full Name:

Place:

Seal

9. Terms and Conditions

General

1. The contract will be initially for a period of 12 month, and is likely to commence from two weeks from date of selection of bidder. MMRC, however, reserves the right to terminate/curtail the contract at any time after giving one week's notice to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed and work done, inordinate delays, breach of contract etc.
2. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of Managing Director, MMRC.
3. The Bidder will be bound by the details furnished by him / her to MMRC while submitting the Bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

Liabilities, Control etc. of the persons deployed

4. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
5. The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the successful Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the successful Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by MMRC.
6. The contracting agency shall replace immediately any of its personnel who is found unacceptable to MMRC because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from MMRC.
7. The agency shall nominate a coordinator/Project Manager who would be responsible for immediate interaction with MMRC.
8. The contracting agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons.
9. It will be the responsibility of the contracting agency to meet transportation, food, medical and any other requirements in respect of the persons deployed and MMRC will have no liabilities in this regard.

10. For all intents and purposes, the contracting agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed for this assignment. The persons deployed by the agency shall not have claims any Master and Servant relationship against MMRC.
11. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed on this assignment or work done. MMRC shall, in no way, be responsible for settlement of such issues whatsoever.
12. MMRC shall not be responsible for any financial or other injury to any person deployed by contracting agency for survey in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of MMRC during the execution or after expiry of the contract.

Legal

14. The contracting agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it.
15. The contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to MMRC to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof MMRC is put to any loss/obligation, monetary or otherwise, MMRC will deduct the same from the invoices and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
16. The contracting agency shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of MMRC or any other authority under Law.
17. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by MMRC.

Financial

18. The successful Agency will be required to execute an agreement with MMRC within the period specified in the award letter.
19. The successful Bidder will have to deposit a performance security amount of 10% of the Order value immediately after awarding contract in the form of Bank Guarantee issued by a Nationalized / Scheduled Commercial Bank covering the period of contract, plus a period of sixty days. In case, the contract is further extended beyond the existing period of contract, the performance security will have to be accordingly renewed by the contract awarding agency.
20. The Bank Guarantee can be forfeited by order of the Competent Authority of MMRC in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order.
21. MD, MMRC reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

Terms of payment

22. The placement agency shall submit the monthly bills, along with the status report of the work done. The payment shall be on a monthly basis based on the data available with MMRC.
23. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by MMRC.
24. The Agency will ensure the remittance of the salary to the personnel deployed by them for this project into the bank account of the personnel.
25. In case MMRC receives any complaints regarding non-payment of salaries to the personnel deployed in this project, the amount payable to the employee will be recovered from the bills of Agency and paid to such personnel.

10. Documents to be submitted along with the Technical bid

1. Registration Certificate under Companies Act;
2. Copy of PAN card of the Agency (not of the individual);
3. Copy of the Service Tax registration certificate;
4. Copies of contracts awarded during last three years by the Central/State Government/PSUs/Banks and reputed private firms as needed for Pre- Qualification and Technical Evaluation. P&L Statements / CA certificate confirming the Revenue and Profit for the last 2 Financial Year

11. Documents to be submitted by the successful agency before start of project (on selection)

1. Details of the Nodal Officer/Project Manager
2. Agreement to be signed with MMRC
3. Performance Security Deposit

12. Draft Format for Performance Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP captioned "RFP for selection of Social Media Administrator for Mumbai Metro Rail Corporation limited")

KNOW ALL by these presents that WE ----- of -----
----- Having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the Mumbai Metro Rail Corporation Limited (hereinafter called "the MMRC") in the sum of ----- for which payment well and truly to be made to the said MMRC, the Bank binds itself, its successors and assigns by these present. Sealed with the Common

Seal of the said Bank this -----day of -----2015.

The Conditions of this obligation are:

- In the event of the successful bidder being unable to service the contract for whatever reason, the PBG would be forfeited. Notwithstanding and without prejudice to any rights whatsoever of MMRC under the Contract in the matter, the proceeds of the PBG shall be payable to the MMRC as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. MMRC shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- MMRC shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement
- We undertake to pay to the MMRC up to the above amount upon receipt of its first written demand, without the MMRC having to substantiate its demand, provided that in its demand the MMRC will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
- This guarantee will remain in force up to <Date> and any demand in respect thereof should reach the Bank not later than the above date.