



National Highways & Infrastructure Development Corporation Limited

REQUEST FOR PROPOSAL

for

Engagement of Communication and Creative Agencies for NHIDCL

(Limited Tender Enquiry)

Dated: 06/01/2026

National Highways & Infrastructure Development Corporation Limited

1st Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave,

New Delhi-110029

NOTICE INVITING – REQUEST FOR PROPOSAL

Request for Proposal (RFP) for Engagement of Communication and Creative Agency for NHIDCL.

Authority intends to select a Communication and Creative Agency for the above said work for a period of 36 months

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP Document uploaded on NHIDCL's website (<https://nhidcl.com>) as well on the website: <http://eprocure.gov.in> .

The Estimate Project Cost for 3 Years is Rs. 3,50,14,140/- (inclusive of taxes)

Interested bidder are requested to submit their responses to the “RFP” on or before **27.01.2026 at 15:00 Hrs.**

The submissions must be addressed to:

**Deputy General Manager (Corporate Communication & Business Development)
National Highways & Infrastructure Development Corporation Limited,
1st Floor, Tower-A, World Trade Centre,
Nauroji Nagar, Safdarjung Enclave,
New Delhi-110029**

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DISCLAIMER

1. This Request for Proposal (“RFP”) is issued by National Highways & Infrastructure Development Corporation Limited (hereinafter referred as “NHIDCL” or “Authority” or “Department” or “Client”).
2. This RFP is a limited tender for Agencies empanelled under Category A & Category B (hereinafter referred as “Agencies” or “Bidders”) of NHIDCL’s EoI for Empanelment of Communication and Creative Agencies dated 15th March 2024. It is not permissible to transfer this RFP to any other firm.
3. This RFP is neither a contract nor an offer by NHIDCL to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them for the purpose of formulating proposals pursuant to this RFP. This RFP includes statements, which reflect various assessments arrived at by NHIDCL, in relation to the project mentioned herein.
4. This RFP may not be appropriate for all persons, and it is not possible for NHIDCL, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assessments, statements and information contained herein are subject to each Bidder’s own analysis and it is the responsibility of each Bidder to check the accuracy, adequacy, correctness, reliability, feasibility and completeness thereof, prior to submitting a bid in pursuance of the present RFP.
5. Information provided in this RFP to the bidders is on a wide range of matters and is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
6. NHIDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the information or laws expressed herein.
7. NHIDCL, its employees, representatives and / or advisors, shall not be liable for any indemnification, loss, negligence, damages, claim, cost or expense to the Bidder, its representative / employee / agent, and / or any third party associated with the Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise arising from accuracy, adequacy, correctness, reliability or completeness of the RFP and/or any assessment, assumption, statement or information contained herein, or any intimation or addendum or corrigendum deemed to be read as a part and parcel this RFP or any stage in the consequential selection process of this RFP.
8. NHIDCL accepts no liability of any nature, whether resulting from negligence or otherwise,

however caused, arising from reliance of any bidder upon the statements contained in this RFP.

9. NHIDCL is entitled, in its absolute discretion, but without being under any obligation, to update, amend or supplement the information, assessment or assumption contained in this RFP.
10. The issue of this RFP does not imply that NHIDCL is bound to select a bidder or to appoint the selected bidder, as the case may be, for this project and NHIDCL reserves the right to reject all or any of the proposals of any bidder, without assigning any reason whatsoever.
11. NHIDCL or its authorized officers / representatives / advisors reserve the right, to change the procedure for the selection of the selected bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the project, without assigning reasons thereof.
12. The RFP does not address concerns relating to diverse investment objectives, financial situation, and particular needs of any party. The RFP is not intended to provide the basis for any investment decision and each bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by NHIDCL to give any information or to make any representation not contained in the RFP.
13. NHIDCL may terminate the bid process in case of any violations / infringement.
14. The agreement shall be subjected to the jurisdiction of the court at New Delhi only.

SECTION 1: LETTER OF INVITATION

For the attention of the following Agency's authorized representative:

1. M/s DDB Mudra Pvt Ltd, Mumbai
2. M/s Meraki Communications Pvt Ltd, Bengaluru
3. M/s E Factor Experiences Ltd, Noida
4. M/s Laqshya Media Ltd, Noida
5. M/s Pamm Advertising & Marketing, New Delhi
6. M/s Sanket Communications Pvt Ltd, New Delhi
7. M/s Crayons Advertising Ltd, New Delhi
8. M/s Awedience Connect Pvt Ltd, New Delhi
9. M/s Vermillion Communications Pvt Ltd
10. M/s Aakhya Media Services Pvt Ltd, New Delhi
11. M/s Sunjeet Communications Pvt Ltd, Mumbai
12. M/s PK Online Ventures Pvt Ltd, Gurugram
13. M/s Goldmine Advertising Pvt Ltd, Mumbai
14. M/s Avian Media Pvt Ltd, New Delhi
15. M/s Promodome Communication, New Delhi
16. M/s Ventures Advertising Pvt Ltd, New Delhi
17. M/s Percept Ltd, New Delhi
18. M/s Appinventive Technologies Pvt Ltd, Noida
19. M/s Axis Communications, New Delhi
20. M/s Airads Ltd, New Delhi
21. M/s Paramin Advertising & Marketing Associates, Noida
22. M/s Lalit Advertising, New Delhi
23. M/s Ankur Media Pvt Ltd, New Delhi
24. M/s Spann Communication, New Delhi
25. M/s Concept Communication Ltd, New Delhi
26. M/s Mount Talent Consulting Ltd, Noida
27. M/s Graphisads Ltd, New Delhi
28. M/s Kailasha Analytics and Services Pvt. Ltd., Mumbai
29. M/s Agile Tech Solutions Pvt. Ltd., Noida
30. M/s Insight Brandcom Private Limited, Guwahati
31. M/s INIT & Gobananas, Ahmedabad
32. M/s Pioneer E Solution Private Limited, Ghaziabad
33. M/s Savin Communication Private Limited, Noida
34. M/s Moulis Advertising Services Private Limited, New Delhi

The National Highways & Infrastructure Development Corporation Limited (NHIDCL) invites proposals from agencies empanelled under Category A & Category B of NHIDCL's EoI for Empanelment of Communication and Creative Agencies dated 15th March 2024.

A bidder will be selected as per "**Fixed Budget Selection (FBS)**" bidding process based on as per procedures described in this RFP.

The content of this RFP enlists the requirements of NHIDCL. It includes the **Bidding Terms** that details out all information that may be needed by potential bidders to understand the financial terms, bidding process and the contractual terms that NHIDCL wishes to specify at this stage.

The RFP includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including Bid Data Sheet)

Section 3 - Terms of Reference (ToR)

Section 4 - Bid Formats

Section 5 – Standard Form of Agreement

All interested agencies should inform in writing, **within one week of the date of release of this RFP**, to the concerned officer at NHIDCL that:

- it intends to submit a proposal, and
- it will attend the pre-bid conference on the date mentioned in the data sheet.

This information may be submitted by email to the undersigned.

Yours faithfully,

Deputy General Manager (Corporate Communication & Business Development)

National Highways & Infrastructure Development Corporation Limited,

1st Floor, Tower-A, World Trade Centre,

Nauroji Nagar, Safdarjung Enclave,

New Delhi-110029

Email: socialmedia@nhidcl.com

Phone: 011-26768957

SECTION 2: INSTRUCTIONS TO BIDDERS

A. BID DATA SHEET

S. No	Particulars	Details
1.	Name of the Client / Authority:	National Highways & Infrastructure Development Corporation Limited (NHIDCL)
2.	Name, objectives, and description of the assignment	As detailed in Sub Section (2.1, 2.2, 2.3)
3.	Contract Period	The initial contract period will be for a 36 month period which can be extended based on satisfactory performance and mutual consent of NHIDCL and the Agency.
4.	Method of selection	"Fixed Budget Based Selection"
5.	Documents part of RFP	The RFP consists of the following sections: <ul style="list-style-type: none">SECTION 1: Letter of InvitationSECTION 2: Instructions to BiddersSECTION 3: Terms of ReferenceSECTION 4: Bid FormatsSECTION 5: Standard Form of Contract
6.	Cost of Tender Document / Tender Fee	Rs.5900/- (Rs. Five thousand nine hundred only) including 18% GST in the form of online transfer through the Induscollect.
7.	Earnest Money Deposit (EMD)	EMD Amount: 7 Lacs Only (Seven Lacs Only) Payable as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG and EMD deposit through Induscollect. URL: https://www.nhidcl.com/sites/default/files/2024-11/notice-for-e-pbg-tender-fee-and-emd.pdf

S. No	Particulars	Details
8.	Performance Bank Guarantee	3% of the contract amount to be submitted in the form of e-PBG through <u>NeSL- National E-Governance Services Ltd » Electronic Bank Guarantee (e-BG)</u> . Or FD Or Insurance surety bond.
9.	Technical Proposals requested:	As per Section 4 of the RFP.
10.	Pre-bid conference:	Date: 13/01/2026 Time: 03:00 PM Venue: NHIDCL, 1st Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave, Delhi-110029
11.	Address for communications:	Deputy General Manager (Corporate Communication & Business Development) National Highways & Infrastructure Development Corporation Limited (NHIDCL) 1st Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave, Delhi-110029 Email: <u>socialmedia@nhidcl.com</u> Phone: 011-26768957
12.	Proposal's submission date:	As per Section 2 Clause 2.4 Bid Schedule
13.	Terms of Payment	As described in the Section III of the RFP.
14.	Bid Validity	180 days from bid due date
15.	Language	This RFP has been issued in the English language. Proposals and all associated correspondences shall be submitted in the English language.
16.	Financial Bid	The Man-Month rate of each of the resource has been fixed by the NHIDCL. Each resource to be hired and deployed at the Authority's office shall be

S. No	Particulars	Details
		<p>governed strictly by the Remuneration and other Terms & Conditions as mentioned in this RFP.</p> <p>The Bidders shall also be paid a management fee at 5% of the total cost of the resources mentioned in this RFP.</p>

B. INSTRUCTIONS TO BIDDERS

2.1 Introduction

The National Highways & Infrastructure Development Corporation Limited (NHIDCL) is a fully owned company of the Ministry of Road Transport & Highways (MoRTH). The Company has been set up with the objective of planning, designing, developing, maintaining and operating National Highways and other infrastructure in the areas of its operations with a focus on North-Eastern States, hilly States, border and strategic areas

2.2 Overall Objective

NHIDCL invites proposals from empanelled bidders for appointment of a Communications & Creative Agency that shall assist NHIDCL in its efforts towards communications, media related affairs and tasks in-line with the scope of works mentioned in this RFP. The scope of work has been broadly covered in **Section III**.

2.3 Terms and Conditions

- 2.3.1 Bidding will be conducted through the Competitive Bidding procedure as mentioned in this RFP and is only for Agencies empanelled under Category A and Category B of NHIDCL's 'EoI for Empanelment of Communication and Creative Agencies dated 15th March 2024'. It is not permissible to transfer this RFP to any other firm.
- 2.3.2 The complete details for the RFP can be downloaded from NHIDCL's website (<https://nhidcl.com>), and Central Procurement Portal (<https://eprocure.gov.in/eprocure/app>). Interested bidders are advised to regularly visit these websites in order to update themselves regarding any change / addendums or additional information related to the RFP.
- 2.3.3 Bids must be uploaded on Central Procurement Portal of Government of India at <https://eprocure.gov.in/eprocure/app> as specified in the Request for Proposal (RFP) below. Bids received after the stipulated date and time will be summarily rejected.
- 2.3.4 NHIDCL will hold a pre-bid meeting with the prospective bidders at NHIDCL, 1st Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave, Delhi-110029 at date and time specified in the Bid Data Sheet.

Bidders may seek clarification on this RFP Document as per the schedule provided in the Data Sheet. Any request for clarification must be shared by electronic means (PDF and Excel File) to the email provided in the Data Sheet. The format for preproposal queries is provided below:

Sl. No	Clause / Page No	Content of the RFP requiring clarifications	Clarifications Requested

The Authority will endeavour to respond to the queries prior to the Proposal Due Date. Bidders willing to attend the pre-bid should inform client beforehand in writing through email. The maximum no. of participants from the Bidder, who choose to attend the Pre-Bid Meeting, shall not be more than two per Bidder.

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

- 2.3.5 The method of selection is "**Fixed Budget Based Selection**" Process.
- 2.3.6 The Earnest Money Deposit (EMD) shall be payable as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG and EMD deposit through Induscollect (URL: <https://www.nhidcl.com/sites/default/files/2024-11/notice-for-e-pbg-tender-fee-and-emd.pdf>). The EMD shall be submitted on <https://induscollect.indusind.com/pay/index.php>. Bids without EMD will not be considered.
- 2.3.7 The NHIDCL reserves the right to solicit any additional relevant information from Bidders individually and collectively during the course of tendering process.
- 2.3.8 The NHIDCL reserves the right not to accept bid(s) from agencies resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies / Vigilance Cell.
- 2.3.9 Bidders in joint venture or consortiums are not eligible to apply.
- 2.3.10 All information contained in the RFP document, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations / agencies.
- 2.3.11 The Agency selected will not use its name, logo or any other information / publicity on content created under the scope of work as spelt out in Section-III of the RFP on media platforms of the NHIDCL.

2.3.12 All material, artwork, etc. used in management of media activities will be property of the NHIDCL. The Agency must ensure that content shared online must not violate laws in force.

2.3.13 All the real and virtual creations will be the right of NHIDCL, and Intellectual Property Rights (IPR) will vest with NHIDCL.

2.3.14 The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the NHIDCL.

2.3.15 Interested and eligible Bidders may obtain further information from concerned officer as mentioned in Bid Data Sheet.

2.4 Bid Schedule and Critical Dates:

The tentative schedule and critical dates are shown below:

S. No	Event	Date
1.	Date of uploading of RFP	06/01/2026
2.	Pre-Bid Meeting	13/01/2026 at 15:00 Hrs
3.	Date for publication of response to the queries raised during pre-bid meeting	16/01/2026
4.	Last date of submission of Bids (Technical & Financial)	27/01/2026 at 15:00 Hrs
5.	Date of Opening of Technical Bids	28/01/2026 at 15:30 Hrs
6.	Date of Opening of Financial Bids	By Intimation
7.	Declaration of Successful Bidder	By Intimation

Note: The NHIDCL reserves the right to amend the document for RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through NHIDCL's (<https://nhidcl.com>) website and CPPP portal from time to time for any updated information.

2.5 Commercial Conditions

Apart from the above, each bidder is required to fulfil the following terms and conditions:

a) Earnest Money Deposit

Each bidder is required to submit EMD as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG and EMD deposit through Induscollect. The EMD shall be submitted on <https://induscollect.indusind.com/pay/index.php>.

- (i) Bids not accompanied with EMD shall summarily be rejected.
- (ii) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (iii) The EMD of the unsuccessful bidders would be returned after award of the contract to the successful bidder. No interest shall be payable by the NHIDCL for the sum deposited as EMD.
- (iv) EMD is not required to be submitted by MSMEs as per Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017, for which they shall submit a valid certificate issued by the appropriate authority in this regard.

b) Performance Bank Guarantee

- (i) The successful Bidder shall at his own expense deposit with NHIDCL, within twenty-one (21) working days from the date of issuance of Letter of invitation (LoI), an unconditional and irrevocable Performance Bank Guarantee (PBG) from any scheduled commercial bank to NHIDCL, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- (ii) This Performance Bank Guarantee will be for an amount equivalent as mentioned in the Bid Data Sheet. PBG as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG and EMD deposit through Induscollect, and shall be invoked by NHIDCL in the event the Bidder:
 - Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of NHIDCL
 - Misrepresentations of facts/information submitted to NHIDCL
- (iii) The BG shall be submitted on <https://nesl.co.in/e-bq/>.
- (iv) The performance bank guarantee shall be valid for 60 days post satisfactory completion of the overall engagement / work as stipulated in RFP. In the event of any amendments to Agreement, within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.
- (v) The performance bank guarantee may be discharged / returned by NHIDCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- (vi) In the event of the Bidder being unable to service the contract for whatever reason, NHIDCL would invoke the PBG. Notwithstanding and without prejudice to

any rights whatsoever of NHIDCL under the contract in the matter, the proceeds of the PBG shall be payable to NHIDCL as compensation for any loss resulting from the bidder's failure to perform / comply its obligations under the contract. NHIDCL shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

- (vii) NHIDCL shall also be entitled to make recoveries from the bidder's performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

c) Failure to agree with the Terms & Conditions of the RFP

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NHIDCL may award the contract to the next best bidder or call for new proposals. In such a case, NHIDCL shall forfeit the EMD of successful bidder.

d) Period of Contract

The period of contract shall be as mentioned in the Bid Data Sheet. The contract shall come into effect on the date of signing of the contract or work order (whichever is earlier) hereinafter referred to as the 'Effective Date'. The initial contract period will be for a 36-month period which can be extended based on satisfactory performance and mutual consent of NHIDCL and the Agency.

e) Prices

- (i) All prices are mentioned in INR. The applicable taxes, duties, etc. (if any), shall be paid over and above the total remuneration and management fee.
- (ii) The consolidated fee payable to the agency has been fixed by NHIDCL and the agency shall be paid a fixed management fee at **5% of the total remuneration cost**.

f) Amendment of Tender Document

At any time prior to the deadline (or as extended by NHIDCL) for submission of bids, NHIDCL for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the website, and these will be binding on all the bidders. NHIDCL, at its discretion, may extend the deadline for the submission of proposals.

g) Conflict Of Interest: The Agency is required to provide professional, objective, and impartial advice and at all times hold the NHIDCL's interest's paramount, strictly avoid conflicts with other assignment / jobs or their own corporate interest and act without any consideration for future work.

Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth.

h) Conflicting Activities: An Agency or any of its affiliates, selected to provide consulting assignment / job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

i) Conflicting Assignment/job: An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may conflict with another assignment / job of the Agency to be executed for the same or for another Employer.

j) Conflicting Relationships: An Agency that has a business or family relationship with a member of the NHIDCL staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the NHIDCL throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NHIDCL, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith.

If the Agency fails to disclose said situations and if the NHIDCL comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

2.6 Penalty Clause

(i) A detailed contract/work order shall be executed with the successful bidder. Any breach of the contract/work order shall attract penalties and may subsequently lead to termination of the contract. All documents, source code, applications, designs, reports, software, and any other materials prepared or developed by the bidder under this work order shall be the sole and exclusive property of NHIDCL. All such deliverables submitted pursuant to this work order shall become and remain the property of NHIDCL. Upon termination or expiry of the work order, the bidder shall promptly hand

over to NHIDCL all such documents, software, and related materials, along with a detailed inventory thereof.

- (ii) If at any point it is found that the bidder has made any statement that is factually incorrect, misleading, or false, or if the bidder fails to fulfill any of the contractual obligations, NHIDCL shall have the right to cancel the contract with immediate effect. In such cases, NHIDCL may also invoke the Performance Bank Guarantee, particularly if the performance of the agency is found to be unsatisfactory.
- (iii) In the event of late delivery or non-delivery of services for any specific activity, where the Agency fails to deliver the approved scope deliverables within the NHIDCL-approved timeline (such timeline being determined after issuance of scope/brief and requisite approvals), NHIDCL may impose a penalty of 1% of the total contract value per week of delay, subject to a maximum ceiling of 5% of the total contract value.
- (iv) For the purpose of this clause, "delay" shall mean failure to deliver the approved scope deliverables within the NHIDCL-approved timeline after issuance of the brief and requisite approvals by NHIDCL. However, delays arising due to pending clarifications, inputs, or approvals from NHIDCL shall not be treated as delay attributable to the Agency and shall not attract any penalty.
- (v) In case the cumulative penalty exceeds 5% of the total contract value, NHIDCL shall be entitled to take further action as deemed appropriate, at its sole discretion

2.7 Bid Submission Process

The bidders are required to attach soft copies of their bids electronically on the Central Public Procurement Portal (CPPP). The instructions given below are meant to assist the bidders in registering on the CPPP, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP. The bids are to be submitted in English only. Bidder should take into account any corrigendum published on the tender document before submitting their bids. Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

2.8 Signing of Bid

The original and all documents of the Bid shall be e-signed by the Bidder's authorized signatory. A power of attorney for authorized signatory shall be attached (as per format included in the RFP) in the technical proposal along with Board Resolution / LLP agreement of the firm, as applicable

2.9 Tender Evaluation

2.9.1 Evaluation Process

- i) NHIDCL will constitute an Evaluation Committee to evaluate the responses of the bidders.
- ii) The Evaluation Committee constituted by the NHIDCL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii) The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv) The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- v) The Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi) Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

2.9.2 Tender Evaluation

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive, if proposals

- a. Are not submitted as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Are found with suppression of details
- d. Submitted with incomplete information, subjective, conditional offers and partial offers
- e. Have non-compliance of any of the clauses stipulated in the RFP
- f. Are submitted with lesser validity period.

The selected agency shall full time deploy the same resources as proposed in the technical bid.

2.9.3 Evaluation Process

The steps for evaluation are as follows: -

Technical Evaluation

- a. NHIDCL will review the technical bids to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified by NHIDCL.
- b. The bidders offerings proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework.
- c. Each Technical Proposal will be assigned marks based on the technical evaluation framework.
- d. For deployed manpower experience criteria, bidders should provide detailed CV of the proposed resources in specified format and supporting documents for the qualification and work experience inline to the requirements stipulated.

2.9.4 Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the evaluation criteria mentioned in the following table:

S. No.	Evaluation Criteria	Scoring Pattern		Maximum Marks	Required Documents
		Particulars	Marks		
A. Firm Evaluation (20 Marks)					
1.	The bidder should have a minimum annual average turnover of Rs. 3.00 Crore certified by a Chartered Accountant during last 3 (three) financial years ending FY 2024-25.	> 3 to <= 6 Crores	1	5	Audited copy of financial statements, balance sheets & P&L for last 3 FY along with original certificate from CA as per prescribed format.
		> 6 to <= 9 Crores	2		
		> 9 to <= 12 Crores	3		
		> 12 to <= 15 Crores	4		
		>15 Cr	5		
2	Communications and Events related experience of Bidder with minimum work order value of Rs 20 Lac for each project	2 Mark for Each Project		10	Details of Projects as per Format provided along with Work order and

	during last 5 years (Up to 5 Projects)			completion certificate or Self-Declaration Form
3.	Experience (No. of projects) of handling creative communications / social media management for Central / State Government Department / PSU. (Up to 5 Projects)	1 Mark for Each Project	5	Details of Projects as per Format provided along with Work order and completion certificate or Self-Declaration Form

B. Evaluation of Presentation & Creative Illustrations (30 Marks)

4.	Technical Presentation A presentation will be made by the agency explaining the creatives / concepts, taglines, and other measures proposed to be taken during engagement.	20	Copy of Presentation with brief notes
4.1	Understanding of the role	5	
4.2	Approach & Methodology	5	
4.3	Value Additions Proposed for increased outcomes of the engagement	5	
4.4	Technology Integration during service delivery	5	
5.	Creative Illustrations		
5.1	2 Social Media Post Samples	4	10
5.2	2 Pamphlets / Brochures	4	
5.3	2 Full-Page Newspaper Advertisement (1 Hindi & 1 English)	2	

C. Evaluation of Personnel (50 Marks)

6.	Resources		Detailed CV as per prescribed format along with supporting evidences.
A.	Team Leader cum Creative Director	12	
B.	Sr. Content Writer (English)	10	
C.	Senior Graphic Designer	10	
D.	Social Media Manager	8	
E.	Junior Graphic Designer	5	
F.	Content Writer (Hindi)	5	
TOTAL MARKS (A+B+C)		100	

The technical score is assigned out of the maximum 100 (hundred) marks, to each of the responsive bids, as per the aforementioned technical evaluation framework.

2.9.5 Selection of Successful Bidder for Award of Contract:

- a. There shall be No Call for Financial Bid. **A Fixed Management Fee for the Successful Bidder shall be 5% of the total Remuneration Cost.**
- b. The Agency scoring the highest technical score shall be declared as the **H1 bidder**.
- c. The **H1 bidder** therefore shall be declared as the successful bidder.

2.9.6 Negotiations

There shall be no post tender negotiations. The monthly fixed budget assigned to this RFP comprises of the fixed remuneration, Management Fee of 5% of the total remuneration cost and the applicable taxes. These rates and prices are final, non-negotiable and binding.

2.9.7 General Conditions

- (i) Bids once submitted cannot be amended.
- (ii) The Agency shall not assign or sublet the contract or any part thereof to any other agency, without written consent of the NHIDCL.
- (iii) Technical bids will be opened in the presence of Bidder's representatives (one for each bidder), who wish to be present.

2.10 Arbitration

- (i) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, the NHIDCL would appoint a sole

arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on both the parties.

- (ii) It is also a term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- (iii) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (iv) The detailed proceedings of Arbitration to be referred from Clause 3.8 of this RFP

2.11 Labour Laws and Safety Measures

Agency gives a binding representation that any legal / semi legal prosecution / penalty befalling any activity undertaken to fulfil this contract shall be the sole responsibility of the Agency, and the NHIDCL will not be liable to any direct / indirect prosecution / penalty because it receives services.

2.12 Applicable Law and Jurisdiction

This contract/work order arising out of this bidding process, including all matters connected therewith with this contract/work order shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

2.13 Indemnification

- (i) Agency shall always indemnify and keep indemnified NHIDCL against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.
- (ii) All claims regarding indemnity shall survive the termination or expiry of the work order.

2.14 Force Majeure

- (i) For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of either party.
- (ii) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied herein shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of

respective Government of the two parties, namely the Agency. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

- (iii) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.15 Failure and Termination Clause

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the NHIDCL may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- (i) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the RFP.
- (ii) Cancel the contract or a portion thereof by serving prior notice to the Agency.
- (iii) The NHIDCL may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the NHIDCL and shall take any other action as deemed necessary.

2.16 Agency Code of Conduct and Business Ethics

The NHIDCL is committed to its “values & beliefs” and business practices to ensure that Agency, who provides services, will also comply with these principles.

Agencies are strictly prohibited from directly or indirectly (through intermediates or sub-contractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the NHIDCL. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the NHIDCL. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the NHIDCL or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the NHIDCL on account of such fraud, misrepresentation, or suspension of material facts.

The agency will be solely responsible for the omission and commission of the employees deployed by them.

The Bidders shall provide an Integrity & Ethics Undertaking as per Annexure III of this RFP.

2.17 Exit Management

a) Purpose:

- This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement / Work order, the Project Implementation and Performance Assessment.
- In the case of termination of the Project Implementation, the Parties shall agree at that time whether, and if so during what period, the provisions of this Clause shall apply.
- The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

b) Transfer of assets:

- NHIDCL shall be entitled to serve notice in writing to the Agency at any time during the exit management period as detailed herein above requiring the Agency to provide NHIDCL with a complete and up to date list of the assets within 30 days of such notice.
- NHIDCL shall then be entitled to serve notice in writing to the agency at any time prior to the date that is 30 days prior to the end of the exit management period requiring the agency to transfer to NHIDCL as determined as of the date of such notice in accordance with the provisions of relevant laws.
- In case of Agreement being terminated, NHIDCL reserves the right to ask the agency to continue running the project operations for a period of 6 months after termination orders are issued.
- Upon service of a notice under this Article the following provisions shall apply. In the event, if the Assets to be transferred any institutions by the agency, the agency shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the NHIDCL.
- All the Assets, Publications, Documents, Creatives, Software etc. created by the agency under this agreement shall be the sole property of the NHIDCL and shall be transferred to NHIDCL, on completion and/or termination of the contract.
- Payment to the outgoing agency shall be made to the tune of last set of completed services/deliverables, subject to performance requirements.

- The outgoing agency will pass on to the NHIDCL and/or to the Replacement agency, the subsisting rights in any licensed products on terms not less favourable to the NHIDCL, Replacement Agency, than that enjoyed by the outgoing agency.

2.18 Sub-contracting

The agency may only sub-contract Specialised Photo Documentation Services as mentioned under Clause 3.3 (D) of the RFP. Sub-contracting beyond Specialised Photo Documentation Services shall not be allowed. NHIDCL may, as and when required, request the Agency to provide the services of a Photographer and/or Videographer for its events, meetings, or other official programmes. The remuneration payable for such professional services shall be subject to a maximum ceiling of INR 10,000/- (Rupees Ten Thousand only) per day, and no payment beyond the said ceiling shall be admissible. NHIDCL shall, wherever applicable, make arrangements for travel, local conveyance, boarding, and lodging for such assignments. Engagement of any Photographer and/or Videographer shall be undertaken only upon NHIDCL's prior written and explicit approval.

2.19 Office of the Agency

The Agency should have a functional office in India.

SECTION 3: TERMS OF REFERENCE (TOR)

3.1. Background

The National Highways & Infrastructure Development Corporation Limited (NHIDCL) is a fully owned company of the Ministry of Road Transport & Highways (MoRTH). The company promotes, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including roads in parts of India that shares international boundaries with neighbouring countries. NHIDCL also undertakes development and operations of other infrastructure projects in Himalayan region and UT of Andaman & Nicobar along with anchoring several initiatives under Ministry of Road Transport & Highways (MoRTH).

3.2. Objective of the Assignment

NHIDCL intends to hire a Communication Agency for handling its communication and public relation activities, which would include preparation of Branding and Communication Strategy, Media Tracking, Social Media Management, Documentation through Video and Photography etc.

3.3. Scope of Works

The scope of works covered under this RFP is elaborated as below:

Scope of Work – Communication, Branding & PR for NHIDCL

The scope of work envisioned under this assignment is outlined below. Please note that the information provided is indicative and not exhaustive. The agency is expected to consistently extend its guidance and support to the team deployed at NHIDCL, assisting them in executing the scope both in letter and in spirit.

A. Communication & Branding

a. Strategy & Planning

The agency will review existing communication tools and formulate a comprehensive, 360-degree outreach and brand promotion strategy. This includes benchmarking with similar national/international bodies, suggesting innovative practices, planning annual campaigns (digital and offline), and ensuring strategic stakeholder engagement (government, public, partners). A crisis communication framework and methodology for internal/external engagement will be established.

b. Creative & Branding Collaterals

Responsibilities include development of brand identity elements such as logos, taglines, mission statements and related assets; preparation of a comprehensive Brand Manual; and design of a

wide range of print and digital communication materials including brochures, reports, signage, giveaways, advertisements and promotional creatives. The agency shall provide end-to-end design and communication support for NHIDCL events, including thematic concepts and event collateral, and shall also extend similar support for VVIP and VIP events related to NHIDCL such as inaugurations, high-level meetings, conferences and public outreach programs, as and when required. Translation services between Hindi and English shall also form part of the scope of work.

c. Digital & Social Media Management

The agency will manage NHIDCL's digital presence across Facebook, Twitter/X, Instagram, LinkedIn, and YouTube through daily content creation (infographics, videos, blogs, campaigns). Cover events digitally, engage with trending topics, moderate platforms, address grievances, and enable audience interaction and feedback. The agency will also monitor and manage MoRTH media attention cases related to NHIDCL, and draft, coordinate, and publish approved replies received from ED(P)s (Executive Director(s) – Projects) as per official communication

d. Coordination & Supervision

Includes oversight of design/printing, production of photos/videos, and coordination for events in partnership with NHIDCL's admin team.

e. Knowledge Management

All creative assets will be securely archived with 24/7 access, while protecting sensitive data. Additional tasks may be assigned as needed. A dedicated on-site team will be deployed.

B. Public Relations

a. Media Engagement

Includes maintaining media relations, generating press releases, blogs, and speeches (in English and Hindi), addressing public/media queries, building stories with internal teams, and securing coverage in mainstream and regional media. Pre- and post-event buzz creation will be managed.

C. Video Production

When requested, the agency will produce high-quality creative content such as documentaries, ads, and animations, with separate compensation as per terms.

Any additional payout to be made for short video productions, media advertisements etc. shall be governed by the rates as prescribed by the Central Bureau of Communication (earlier known as DAVP). Provision of videography and photography through drones, wherever required and permissible under applicable laws and regulations, shall also be included within the scope of work and compensated as per applicable CBC norms or as otherwise mutually agreed.

D. Photo Documentation

Professional photography support at NHIDCL HQ (New Delhi), its regional office and/or project sites may be required. Agency is expected to provide professionals and required equipment and ensure quality; substandard material will be rejected. A prior written approval shall be required for deployment of such professional.

The team of experts deployed by the agency shall also be expected to undertake related tasks that may be communicated from time to time by the NHIDCL.

Note:

- All creative and publicity material designed/ produced will be of High quality and standards. NHIDCL would have full right to reject unsatisfactory & poor-quality material, at no cost to NHIDCL.
- The complete copyright and other intellectual property right(s), if any, in all creative and publicity material produced would rest with NHIDCL for all time to use. This shall include full copyright of images used in the creative and publicity material.
- The Agency will ensure submission of required creatives/ publicity material and any other work undertaken within the time frame specified by NHIDCL.
- Printable/ Open files/ editable files of all the creative content must be shared with NHIDCL.

It is to be noted that the above points and scope are indicative in nature and may vary as per requirement.

3.4.1 Deliverables

The indicative deliverables for various activities mentioned in the Scope of Work shall be as follows:

Sl. No.		Scope	Deliverables	Timelines / Frequency
A. Handling	1	Communication Strategy &	a) Brand Promotion Strategy (incl.	Within 180 Days from LoA; to be

Sl. No.	Scope	Deliverables	Timelines / Frequency
Communication and Branding Activities of NHIDCL	Planning	communications. & marketing strategy)	updated every 6 months or as directed by Authority
		b) Standard Operating Processes for various activities	
		c) Annual Plan of activities	
2	Research and Design of Branding & Corporate Collaterals	Brand Guidelines Manual, and templates	Within 45 days from approval on A.1.a) / As directed by Authority
3	<p>Digital & Social Media Management</p> <p>Note 1: Event specific posts or the posts during a particular campaign will be in addition to the targets.</p> <p>Note 2: The number of deliverables (posts, videos etc.) mentioned in this section are minimum requirements.</p>	i) LinkedIn – 8 posts ii) Twitter (X) – 60 posts iii) Instagram – 60 posts iv) Facebook – 60 posts v) YouTube – 8 Videos vi) Blogs – 3 No vii) Vlogs – 3 No viii) Long format Articles – 5 No ix) Emailers – 10 No x) Campaigns - 1 No xi) Testimonials - 5	Monthly basis
		xii) Newsletters	
		xiii) Press Releases	Based on events & Success Stories as directed by Authority.
4	Coordination and Supervision	Reports related to each event organized and other activities as mentioned in Clause 3.3.A.d of this RFP	As directed by Authority
5	Knowledge Management Support Services &	i) Creative designing of Presentations / Brochures / Reports / etc	As directed by Authority
		ii) Repository Management	Weekly Basis

Sl. No.	Scope	Deliverables	Timelines / Frequency
B. Handling Public Relation Activities of NHIDCL	1 Handling Public Relations and Media Activities of NHIDCL	Reports on all activities as mentioned in 3.3.B.b	As directed by Authority
C. Production of Creative Materials (Videos)	1 Production of Creative Material (Videos)	As per the requirement of the Client	As directed by Authority
D. Specialised Photo Documentation Services	1 Specialised Photo Documentation Services	High quality photos with annotations including timestamp, location, Project/Highway Details etc.	As directed by Authority

Note: The Client reserves the right to alter, modify, or add to the number and type of deliverables during the course of the engagement. The agency shall submit a Monthly Performance Report (MPR) detailing post-wise performance metrics, creative deliverables submitted, items pending approval, key issues, and the proposed plan for the subsequent month.

3.4.2 The selected Agency may also be required, on an as-and-when-required basis, to provide similar services to the Ministry of Road Transport and Highways (MoRTH), National Highways Authority of India (NHAI), or any other government agency/department, as may be directed by NHIDCL. The rates, terms, and conditions applicable under this RFP shall apply to such assignments as well.

3.4.3 The Central Bureau of Communication (CBC), vide Advisory No. 22201/DCID/RFP-MMA/2425 dated 15th June 2025, has empanelled thirty-six (36) Multimedia Agencies under the Executive Panel for the period from 16 June 2025 to 15 June 2027. The empanelment covers agencies qualified to deliver a comprehensive range of multimedia and creative services, with rate cards finalized on an L-1 basis. The detailed scope of deliverables is provided in Annexure-II of the said Advisory.

The successful bidder under this RFP shall also be required to provide services to produce multimedia and creative assets. This shall strictly in accordance with the deliverables enumerated in the above-

mentioned CBC Advisory. The services shall be rendered at rates not exceeding the applicable CBC-approved Executive Panel rate card.

3.4.4 In the event that the cost of any required deliverable is not specified in the CBC Executive Panel rate card, the applicable rate shall be finalized by a committee constituted by NHIDCL, based on rates of similar and recent work orders issued by any Government department or Public Sector Undertaking (PSU), in consultation with the Agency, and the decision of NHIDCL in this regard shall be final and binding.

3.5 Teaming Arrangements

A. Handling Communication and Branding Activities of NHIDCL: The team shall consist of key personnel as listed below, to be full time stationed at the Headquarters of NHIDCL in New Delhi throughout the duration of engagement. The minimum qualifications & experience of the team shall be as follows:

S. No.	Position & Schedule	Minimum Qualifications & Experience
1.	Team Leader cum Creative Director	<ul style="list-style-type: none">i. Graduate in Journalism / Mass Communication / Communication / Media Studies / Public Relations Fine Arts from a recognized university.ii. Must have at least 15 years of relevant experience with deep understanding of corporate communications and media management, preferably with large scale public / private / non-for profit organizations.iii. Must have at least 3 years of relevant experience of working with Government organisationiv. Must have prior experience of handling communications, social media, electronic or print media or broadcast media/ content management for website, etc. for Clients.v. Must have prior experience of creating and successfully executing at least 2 creative campaigns across various media platforms, including digital, print and broadcast.vi. Should have experience of managing at least 2 events of National / International significance.vii. Should have excellent working knowledge of MS Office / Excel, Social Media tools / applications and have demonstrated ability to collaborate in a multi-stakeholder ecosystem.

S. No.	Position & Schedule	Minimum Qualifications & Experience
2.	Senior Content Writer - English	<ul style="list-style-type: none"> i. Graduate in Mass Communications / Journalism / Liberal Arts or similar field from a recognized University and/or M.A in Literature (English) ii. Must have at least 10 years of relevant experience in content writing in English for marketing campaigns, corporate communications, etc. iii. Must have at least 2 years of relevant experience of working with Government iv. Should have excellent script / content writing skills and proven experience in writing of blogs, social media posts, etc. in English. v. Should have excellent working knowledge of MS Office / Excel, Social Media tools / applications and have demonstrated ability to collaborate in a multi-stakeholder ecosystem.
3.	Content Writer – Hindi	<ul style="list-style-type: none"> i. Graduate in Mass Communications / Journalism / Liberal Arts or similar field from a recognized university and/or B.A/M.A in Literature (Hindi) ii. Must have at least 3 years of relevant experience in content writing in Hindi for marketing campaigns, corporate communications, etc. iii. Should have excellent script / content writing skills and proven experience in writing of blogs, social media posts, etc. in Hindi. iv. Should have excellent working knowledge of MS Office, Social Media tools / applications and have demonstrated ability to collaborate in a multi-stakeholder ecosystem.
4.	Senior Graphic Designer	<ul style="list-style-type: none"> i. Graduate / Diploma in Fine Arts / Graphic Design / Communication Design from a recognized University. ii. Must have at least 10 years of relevant experience in graphic designing, web designing, animation, UI/UX, visualizations, etc. iii. Must have at least 2 years of relevant experience of working with Government Organisation iv. Should be versed with relevant Govt Guidelines, codes and procedures with respect to graphic designing and visualization. v. Should have excellent knowledge of various software used in Graphic Designing such as

S. No.	Position & Schedule	Minimum Qualifications & Experience
		<p>Adobe Suite, CorelDraw, Paint Shop, Procreate, etc.</p> <p>vi. Should be well verse with creation of Vlogs, Blogs, Podcasts, Reels, YouTube Shorts, etc.</p>
5.	Junior Graphic Designer	<p>i. Graduate / Diploma in Fine Arts / Graphic Design / Communication Design from a recognized University.</p> <p>ii. Must have at least 3 years of relevant experience in graphic designing, web designing, animation, UI/UX, visualizations, etc.</p> <p>iii. Should be versed with relevant Govt Guidelines, codes and procedures with respect to graphic designing and visualization.</p> <p>iv. Should have excellent knowledge of various software used in Graphic Designing such as Adobe Suite, CorelDraw, Paint Shop, Procreate, etc.</p> <p>v. Should be well verse with creation of Vlogs, Blogs, Podcasts, Reels, YouTube Shorts, etc.</p>
6.	Social Media Manager	<p>i. A Graduate in Communications / Mass Communications / Media Arts / Visual Communications from a recognized university.</p> <p>ii. Must have at least 8 years of relevant experience in social media management, SEO, media analytics or similar domain.</p> <p>iii. Must have at least 2 years of relevant experience of handling Government Organisation's social media handle</p> <p>iv. Must have prior experience of creating and successfully executing at least 2 social media campaigns across various platforms, including digital, print and broadcast.</p> <p>v. Must have proficiency in Hindi & English languages. Proficiency in other languages in India shall be preferred.</p>

The payment for such activities shall be made per the provisions of the RFP.

B. Deployment of Additional Resources and Equivalence of Qualifications: In addition to the above requirements, NHIDCL may, at its discretion, require deployment of additional resources based on project needs. Such additional resources shall possess qualifications and experience equivalent to those specified for the corresponding category and shall be deployed at the same rates as applicable to that category. In case any additional resource proposed has qualifications

and/or experience different from the specified requirements, the determination of equivalence for the purpose of categorization and applicable rates shall be made solely by NHIDCL, and NHIDCL's decision in this regard shall be final and binding on the Agency.

To document specific events a Senior Photographer cum Videographer (Part Time) may be engaged as and when required. The resource should have minimum experience of 5 years in areas of photography & videography along with significant exposure to large scale events involving the Government

Note:

- The mobilization and demobilization of any of the personnel shall be done only after the prior written approval of the Client.
- The team of six resources as mentioned above shall be full time stationed at NHIDCL HQ in New Delhi. All the resources will be expected to attend office regularly and follow NHIDCL's office timing and Calendar.
- Team Lead cum Creative Director and 02 other resources should be on payroll of the agency before signing of CA.
- After signing of the contract agreement, the Team Lead cum Creative Director and other 02 resources would deploy to NHIDCL HQ within 07 days and balance 03 resources to be deployed within 45 days of contract signing.
- Notwithstanding anything to the contrary contained in this RFP, it is hereby clarified and agreed that all personnel, staff, or resources deployed by the Agency under this assignment shall, at all times, be deemed to be employees of the Agency alone. Under no circumstances shall such personnel be construed or treated, for any purpose whatsoever, as employees of the National Highways and Infrastructure Development Corporation Limited (NHIDCL).
- The team as defined above needs to provide 24*7 support and shall act as a dedicated team to be assigned to NHIDCL. No home input will be allowed for any personnel.
- The Client may ask the agency to depute one or more personnel to any other location within India as decided by the Client.
- The Client may increase or decrease the quantity of the experts in the interest of the Project.

- The Project Manager (Team Leader cum Creative Director) shall report to the GM/DGM in charge of Corporate Communication & Business Development Division or as directed by the Authority.
- For any outstation assignments, NHIDCL shall, wherever applicable, make arrangements for travel, local conveyance, boarding, and lodging for the deployed personnel.

3.5 Payment Terms

- i. The Agency shall raise a monthly invoice for the services rendered. The invoice shall clearly specify two distinct components: (i) the remuneration of the deployed resources, and (ii) the Agency's management fee. Each invoice must be duly supported with the following documentation:
 - Salary slips of all deployed personnel for the relevant month, and
 - Bank transfer receipts or equivalent proof confirming disbursement of salaries to the respective staff.

The Client reserves the right to withhold payment in the absence of these supporting documents or in case of any discrepancies in the records provided.

S. No.	Expert	Remuneration (Per Month)
1.	Team Leader cum Creative Director	INR 2,50,000/-
2.	Senior Content Writer - English	INR 1,25,000/-
3.	Content Writer Hindi	INR 80,000/-
4.	Senior Graphic Designer	INR 1,50,000/-
5.	Junior Graphic Designer	INR 80,000/-
6.	Social Media Manager	INR 1,00,000/-
Total Fixed Remuneration Per Month		INR 7,85,000/-

- ii. In addition, the selected bidder shall be reimbursed a one-time cost towards the insurance premium paid for personal accidental insurance for these resources. Such Personal Accidental Insurance shall be for value no less than INR 10,00,000/- per person.

- iii. Further, it may be noted that any and all other statutory compliances required shall be fulfilled by the Agency.
- iv. Upon submission of the invoice by the Agency and certification by NHIDCL of the satisfactory performance of the assigned work, NHIDCL shall process the payment due to the Agency. All payments shall be subject to applicable statutory deductions as mandated under relevant laws, including but not limited to the Income Tax Act, the Goods and Services Tax (GST) Act, and any other prevailing legal provisions.

3.6 Other Terms of Service

- i. Performance Review: The agency will submit a suggested process of Performance Review on monthly basis before signing of contract. This will be appropriately and suitably amended (if required) by NHIDCL and implemented.
- ii. Reporting: The agency should suggest the no. of reports eliciting periodicity, format and content of such report which should help the management of NHIDCL to know the exact position of the efforts undertaken.
- iii. Data Security and Prevention of Fraud: The agency will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity. In case of any such leak /breach of data, the entire legal, financial, and other consequences will be borne by the firm/agency. The bidder shall provide an Undertaking as mentioned in this RFP document.
- iv. Legal matter, including copy-right of content: Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copy-right issues. The NHIDCL will not have any responsibility in this matter. IPR of all content will solely vest with NHIDCL.

3.7 Facilities and Support Services to be provided by the Client

The Employer will be responsible for the provision of the following facilities and support services:

- (i) Access to resources relevant for working of the Agency as well as introduction to functionaries across Divisions who are likely to play a role in the activities under this assignment;
- (ii) Table space will be provided for the personnel in the HQ Office in New Delhi.
- (iii) Laptops/Desktop Computers for the resources will be provided by NHIDCL.
- (iv) The Agency shall deploy and utilize any and all software, and other IT tools available with it for the effective and uninterrupted execution of the assignment.
- (v) Any other support as may be considered necessary for smooth execution of the assignment.

3.8. Arbitration

3.8.1. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 3.9.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

3.8.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

(a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

3.8.3 Substitute Arbitrator

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

3.8.4 Qualifications of Arbitrator

The sole arbitrator selected pursuant to Clause 3.9.2 hereof shall be expert with extensive experience in relation to the matter in dispute.

3.8.5 The Arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to Clause 3.8 shall be final and biding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.

3.8.6 The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.

3.8.7 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

SECTION 4: BID FORMATS

ANNEXURE- I: Technical Bid Letter

(To be printed and signed on the Agency's Letterhead)

Date:

Place:

To,

.....

Sub: Engagement of Communications & Creative Agency for NHIDCL.

Dear Sir,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Engagement of Communication and Creative Agency for NHIDCL. The Technical proposal is unconditional and unqualified.

2. I / We are submitting our Proposal as *[name of the Bidder]*.
3. I / We understand you are not bound to accept any Proposal you receive.
4. I / We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
5. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I / We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I / We certify that in the last 5 (five) years, we have neither failed to perform on any project or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any project or contract terminated by any public authority for breach on our part.

8. I/We declare to have:

- a. Examined and have no reservations to the RFP, including any Addendum issued by the Authority; I/We do not have any conflict of interest in accordance with the terms of the RFP.
- b. not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any Central or State/UT Government, or any other public sector enterprise or authority; and
- c. taken steps to ensure that no person acting for us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice

9. I / We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select a firm, without incurring any liability to the Bidders.

10.I / We certify that

- a. in regard to matters other than security and integrity of the country, I / We or any of my / our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on my/our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- b. in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. I/We further certify that neither I/we nor any of my/our consortium members have been barred by the central government, any state government, a statutory body, or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP
- c. No investigation by a regulatory authority is pending either against me/us or against our affiliates or against our CEO or any of our Partners / Directors/ Managers/ employees.

11.I / We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Government in connection with the selection of a firm or in connection with the selection process itself in respect of the above-mentioned Project

12.1 / We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or my/our proposal is not opened or rejected. I / We agree to keep this offer valid for 180 (One-Eighty Days) days from the Proposal Due Date specified in the RFP.

13. We agree and undertake to abide by all the terms and conditions of the RFP Document.

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Bidder)

ANNEXURE II - Technical Bid Form

S. No.	Particulars	To be filled by the Bidder
1.	Name of the Bidder	
2.	Contact details of the Bidder	Address:
		Telephone:
		E-Mail:
3.	Details of EMD Amount (Payment Receipt No. and Transaction Id of Issuing Bank)	<i>Please specify the Page No. in Technical Bid</i>
4.	Power of attorney for authorized signatory	<i>Please specify the Page No. in Technical Bid</i>
5.	Board Resolution / LLP agreement of the firm	<i>Please specify the Page No. in Technical Bid</i>
6.	Audited copy of balance sheets for last 3 (three) financial years ending FY 2024-25	<i>Please specify the Page No. in Technical Bid</i>
7.	Audited copy of P&L accounts for last 3 (three) financial years ending FY 2024-25	<i>Please specify the Page No. in Technical Bid</i>
8.	Chartered Accountant certificate regarding annual average turnover during last 3 (three) financial years ending FY 2024-25	<i>Please specify the Page No. in Technical Bid</i>
9.	Relevant Projects of the Bidder with Work order/ satisfactory completion certificate for project claimed for technical evaluation	<i>Please specify the Page No. in Technical Bid</i>
10.	Detailed CV of the proposed resources as per the qualification and criteria mentioned in the Section 3. Terms of Reference	<i>Please specify the Page No. in Technical Bid</i>

S. No.	Particulars	To be filled by the Bidder
11.	Along with CV of each key personnel, last 06 month employer salary slips is to be submitted.	<i>Please specify the Page No. in Technical Bid</i>
12.	Integrity & Ethics Undertaking as per Annexure III of this RFP	<i>Please specify the Page No. in Technical Bid</i>
13.	Undertaking as mentioned in Annexure- IV of this RFP document	<i>Please specify the Page No. in Technical Bid</i>
14.	Any other document as mentioned in the RFP	<i>Please specify the Page No. in Technical Bid</i>
15.	Name, Designation and address of the officer to whom all references shall be made regarding this Tender.	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Tel:</div> <div style="width: 45%;">Mobile:</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">Fax:</div> <div style="width: 45%;">Email:</div> </div>

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Date:

Place:

ANNEXURE- III: INTEGRITY PACT

Tender Document No. Tender No./ xxxx; Tender Title: Non-consultancy Services

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202 _____ at _____, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

The Principal intends to award, under its established organizational procedures, contract(s) for _____. The Principal values full compliance with applicable laws, rules, and regulations; the efficient use of resources; and fairness and transparency in its relationships with its Bidders and Contractors.

In pursuit of these principles, the Principal will appoint **Independent External Monitors (IEMs)**, if required / directed by Client / Authority, to oversee the tender process and contract execution, ensuring adherence to the aforementioned values.

Section 1 – Commitments of the Principal

1. The Principal commits to taking all necessary measures to prevent corruption and to uphold the following principles:

a. No employee of the Principal, either personally or through family members, shall, in connection with the tender or execution of the contract, solicit or accept any benefit—material or immaterial—for themselves or any third party to which they are not legally entitled.

b. The Principal shall treat all Bidders equally and fairly during the tender process. In particular, all Bidders shall be given the same information, and no confidential or additional information shall be provided to any Bidder that may afford an unfair advantage.

c. The Principal shall exclude from the tender process any individual known to be prejudiced.

2. If the Principal becomes aware of conduct by any of its employees constituting a criminal offence under the IPC/PC Act, or if there is substantive suspicion of such conduct, it shall notify the **Chief Vigilance Officer** and may initiate appropriate disciplinary proceedings.

Section 2 – Commitments of the Bidder/Contractor

1. The Bidder/Contractor commits to taking all necessary measures to prevent corruption and agrees to uphold the following principles during the tender process and throughout the execution of the contract:
 - a. The Bidder/Contractor shall not, directly or through any other party, offer or provide any improper benefit to any employee of the Principal or third party to gain any undue advantage.
 - b. The Bidder/Contractor shall not enter into any undisclosed agreement or understanding with other Bidders—formal or informal—regarding prices, specifications, certifications, subsidiary contracts, bid submissions or withdrawals, or any other practice that restricts competition or fosters cartelisation.
 - c. The Bidder/Contractor shall not commit any offence under relevant anti-corruption laws. Information and documents provided by the Principal shall not be misused or shared for competitive or personal gain.
 - d. Bidders of foreign origin must disclose the name and address of their agents/representatives in India, and Indian Bidders must disclose the name and address of their foreign principals, if any, in accordance with the "Guidelines on Indian Agents of Foreign Suppliers" (attached as an Appendix). All payments to Indian agents/representatives must be made in Indian Rupees only.
 - e. The Bidder/Contractor shall disclose all payments made or intended to be made to agents, brokers, or other intermediaries in connection with the award of the contract.
 - f. Bidders who have signed the Integrity Pact shall not approach the courts before a decision is rendered by the IEMs on any relevant matter.
2. The Bidder/Contractor shall not incite others to commit or be complicit in any offences described above.

Section 3 – Disqualification from the Tender Process and Future Contracts

If the Bidder/Contractor is found to have violated the provisions of **Section 2** before or during contract execution, the Principal may disqualify the Bidder/Contractor from the tender process or take action as per the "Guidelines on Banning of Business Dealings."

Section 4 – Compensation for Damages

1. If disqualified under Section 3 before the award of contract, the Principal may demand compensation equivalent to the **Earnest Money Deposit (EMD)/Bid Security**.
2. If the contract is terminated under Section 3, the Principal may claim **liquidated damages** equivalent to the contract value or the amount of the **Performance Bank Guarantee**.

Section 5 – Previous Transgressions

1. The Bidder declares that no previous transgressions occurred in the last three years with any public sector enterprise in India or any organization in any other country that subscribes to anti-corruption standards.
2. Any false declaration may lead to disqualification or action as per the Guidelines on Banning of Business Dealings.

Section 6 – Equal Treatment of All Bidders/Contractors/Subcontractors

1. In the case of sub-contracting, the Principal Contractor shall ensure adoption of the Integrity Pact by the Sub-contractor.
2. The Principal shall sign this Pact with all Bidders and Contractors.
3. The Principal shall disqualify any Bidder that refuses to sign or violates the Integrity Pact.

Section 7 – Criminal Charges against Violators

If the Principal becomes aware of conduct constituting corruption by a Bidder, Contractor, Subcontractor, or their representatives, it shall notify the Chief Vigilance Officer.

Section 8 – Independent External Monitor (IEM)

1. The Principal shall appoint a competent IEM, if required, approved by the Central Vigilance Commission (CVC), to independently review compliance with the Integrity Pact.
2. The IEM shall operate independently and have access to all relevant documents.
3. The IEM has the right to request information from the contractor and sub-contractors.
4. The IEM shall maintain confidentiality and declare any conflict of interest.
5. The Principal shall keep the IEM informed about relevant project meetings and offer the option to participate.
6. Upon detecting a violation, the IEM shall notify the Principal's management and may make non-binding recommendations.
7. The IEM shall submit a written report within 8–10 weeks of reference or intimation.
8. If the IEM finds no action taken on a substantiated report of an IPC/PC Act offence, they may inform the Central Vigilance Commissioner.
9. The term "Monitor" shall include both singular and plural.

Section 9 – Duration of the Pact

This Pact comes into force upon signature by both parties and remains in effect:

- For the Contractor: 12 months after final payment.
- For all other Bidders: 6 months after contract award.

Any claims made during this period remain valid even after expiry, unless discharged by the Head of the Procuring Organisation.

Section 10 – Miscellaneous Provisions

1. This agreement is governed by Indian Law. Jurisdiction: New Delhi.
2. Changes or termination must be made in writing.
3. If the Contractor is a partnership/consortium, all members must sign.
4. If any clause is deemed invalid, the remainder shall still be enforceable.
5. Warranty/Guarantee issues fall outside the IEM's purview.
6. In case of contradiction between the Pact and its Appendix, the Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)
(Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation)
(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE- IV: Format for Undertaking

To be provided on 'Company letter head

To
General Manager (Corporate Communication & Business Development),
National Highways & Infrastructure Development Corporation Limited
1st Floor, Tower-A, World Trade Centre, Nauroji Nagar,
Safdarjung Enclave, Delhi-110029

Subject: Undertaking

Madam/ Sir,

This has reference to National Highways & Infrastructure Development Corporation Limited's RFP No..... dated..... for Engagement of Communication & Creative Agency for NHIDCL.

In this context, I/We, as an authorized representative(s) of the company, declare that:

- (i) Presently our Company/ firm has an unblemished record and is not declared ineligible with regard to corrupt and fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.
- (ii) We will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost as fixed by NHIDCL..
- (iii) We shall be able to provide a qualified servicing team for undertaking the work related to management of communications and creatives for NHIDCL, as per the 'Scope of Work' detailed in the above RFP. The team would work closely with NHIDCL.
- (iv) We have an office in Delhi / Delhi NCR (i.e. Noida/ Gurugram/ Faridabad/ Ghaziabad), and contact details of the Office are given below:

(Complete address, telephone/ mobile number, e-mail ID and name of contact person to be given)

If this declaration is found to be incorrect then my/our bid security without prejudice to any other action that may be taken, may be forfeited in full and the tender, if any, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Date:

Place:

ANNEXURE- V: FORMAT FOR PERFORMANCE BANK GUARANTEE

To

Managing Director,

National Highways & Infrastructure Development Corporation Limited

1st Floor, Tower-A, World Trade Centre, Nauroji Nagar,

Safdarjung Enclave, Delhi-110029

In consideration of "National Highways and Infrastructure Development Corporation Ltd." (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the "Agency" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Award No ... dated and the same having been unequivocally accepted by the Agency, resulting in a Contract valued at Rs...../ (Rupees.....) Including GST for "<Project Description>" (Hereinafter called the "Contract"), and the Agency having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees)).

We,having registered office at, a body registered / constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or, all money payable by the Agency to the extent of Rs.....(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the agency. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Agency. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the agency and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants,

contained or implied, in the Contract between the Client and the Agency any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Agency's liabilities.

This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the agency or the bank.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs... (Rupees) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.

- b) This Bank Guarantee shall be valid up to

- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- i. The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- i. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
- ii. The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*

ANNEXURE- VI: FORMAT FOR POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. son/daughter/wife and presently residing at ,who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Engagement of Communication and Creative Agency by NHIDCL (hereinafter referred to as the "Authority") including but not limited to signing and submission of all proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMEDPRINCIPLE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.....2***

For.....

(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized

Accepted

.....
(Signature, name, designation, and address of the Attorney)

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 when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on appropriate value of non-judicial stamp paper of Rs 500 or as per prevailing regulation of state and duly notarized by a notary public.

2. *Wherever required, the Bidders should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE- VII: FORMAT FOR CURRICULUM VITAE (CV)

1. Position Title

2. Name of Expert: {Insert full name}

3. Date of Birth: {day/month/year}

4. Country of Citizenship/Residence:

5. Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

6. Employment record

Period	Employing Organization	Position Held

(Please categorically specify the experiences along with supporting documents, if required, in each CV pertaining to required experiences for each position under clause 3.5 of section 3 of ToR.)

7. Membership in Professional Associations and Publications:

8. Language Skills (indicate only languages in which you can work):

Sl. No.	Detailed Tasks Assigned on Agency's Team of Experts:	Prior Work/Projects that Best Illustrates Capability to Handle the Assigned Tasks

9. Personnel's contact information: (e-mail , phone.....)

10. Remuneration details for last 6 months (payslips for the last 6 months to be attached with the CV):

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Project in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of the Expert

Signature {day/month/year}

ANNEXURE- VIII: FINANCIAL CAPACITY OF THE BIDDER

S.No	Financial Year	Annual Turnover	Net Worth
1	2024 – 25		
2	2023 – 24		
3	2022 – 23		
Average for last 3 FY			
Certificate from the Statutory Auditor / Chartered Accountant of Firm			
This is to certify that (Name of the Bidder) has the Annual Turnover as shown above against the respective years.			
UDIN:			
Name of the audit firm:			
Seal of the audit firm			
Date:			
(Signature, name, and designation of the authorized signatory)			

Note: The Bidder may use Provisional Certificate for showcasing the financial capacity for FY 2024-25.

ANNEXURE- IX: RELEVANT PROJECTS OF THE BIDDER

1. Project Name:	2. Country / Location within the Country:
3. Name of the Client:	4. Address of Client:
5. Name of the Legal Entity in whose Name the contract is:	6. Duration of the Project (months):
7. No. of person months of the Project:	8. Start date (Month/year): Completion date (Month/year):
9. Approx. value of the overall contract (Rs)	10. Approx. value of the services provided By your firm under the contract (Rs)
11. Name of JV Partner / Sub consultant / associated organizations, if any:	12. Role of JV Partner / Sub Consultant / associated organization:
13. Narrative description of the Project:	
14. Detailed Scope of services:	
15. Details of Services offered relevant to this project:	

Notes:

- Use Separate Sheet for each Project
- Attach relevant supporting documents as proof for each Project. Work Orders, Completion Certificates, Letter of Award, Copy of Signed Contract etc. shall be considered against “Proof for Each Project”

SECTION 5: Standard form of agreement

Agreement to undertake [name of Project]

..... (hereinafter referred to as the “**Authority**”) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates, and assigns) has:

- a. requested M/s [name] [address] (hereinafter referred to as the “**Agency**”) to provide certain services on the general terms & conditions as defined in the RFP.

The Agency, having represented to the Authority that they have the required professional skills, personnel, and technical resources, have agreed to provide the services on the terms and conditions set forth in this Project.

NOW THEREFORE the Authority hereto hereby agrees as follows:

- i. The documents attached hereto shall be deemed to form **an integral part of this Agreement** which includes singed copy of bid document along with other communications/ clarifications a mutually agreed upon, cost estimate pursuant to financial bid and the performance security document through the Bank Guarantee.
- ii. The Agency shall **carry out the Services** in accordance with the provisions of the work order; and the Authority will make payments to the Agency in accordance with the provisions of the work order.
- iii. This Agreement shall come into effect on the date the work order is assented to by the Agency, or such other date as may be stated. The Agency shall commence the Services from any date notified by the Authority. Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- iv. **Modification** of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.
- v. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics, or disturbances in the country. **Force Majeure** shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

- vi. A Party affected by an event of **Force Majeure** shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a Party shall, pursuant to this Agreement, 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.
- vii. Neither Party shall be able to suspend nor excuse the **non- performance of its obligations** hereunder unless such Party has given the notice specified above.
- viii. The **Authority may terminate this Agreement**, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:
 - a. if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Authority may have subsequently approved in writing;
 - b. if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than fifteen (15) days
 - c. within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof
 - d. within seven (7) days, if the Agency submits to the Authority a false statement which has a material effect on the rights, obligations, or interests of the Authority. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
 - e. within seven (7) days, if the Agency, in the judgment of the Authority has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order
 - f. within fifteen (15) days, if the Agency become insolvent or bankrupt
 - g. if the Authority, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days 'decides to terminate this Agreement'
- ix. If either Party disputes termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

- x. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by the concerned Authority, whose decision shall be final and binding.
- xi. Subject to additional provisions, if any, in this Agreement the Agency's liability under this Agreement shall be as provided by the Applicable Law.
- xii. The Agency will maintain at its expense, **Professional Liability Insurance** including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Agreement from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].
- xiii. The **Authority** will
 - a. use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services
 - b. issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services
- xiv. The Authority may constitute committee(s) and decide for the purpose of determining the **remuneration due for additional services** as may be agreed under relevant clauses for modification in this Agreement.
- xv. The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall **indemnify** the Authority against any inaccuracy in the work, which might surface during implementation of the project.
- xvi. The Agency agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees and other costs of defence or investigation (i) related to

or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Authority; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).

- xvii. As soon as reasonably practicable after the receipt by the Authority of a notice of the commencement of any action by a third party, the Authority will notify the Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Agency from any liability which it may have to the Authority or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages, and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Authority may have at common law, in equity or otherwise.
- xviii. The Agency shall at all times indemnify and keep indemnified the Authority against any claims/damages etc., of whatsoever nature.
- xix. Unless otherwise stated, **notices** to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, post, e-mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses.

FORMATS

Format-1 Letter of Award

(LoA)

No.....

Date: [..../..../....]

To,

The Selected bidders Name. Address

of Selected Bidder:

Line 1..... Line2.....

Kind Attention: (Authorized Signatory)

Sub: [Name of Work].....]- Letter of Acceptance (LOA)-reg.

Sir,

This has reference to your Technical and Financial proposals submitted on for the subject project.

2. The Competent Authority has accepted your Financial Proposal for an amount of **Rs.**

..... **/ (Rupees in words only)** excluding GST.

3. The above financial quote is excluding GST and inclusive of all other taxes, duties, fees, levies and other imposition imposed under the existing law and the client i.e. NHIDCL shall deduct taxes, as applicable, out of the payments to be made in favour of the Agency.

4. You are required to confirm your acceptance of this 'LOA' on priority, you are also required to submit the Performance Security in the form of Bank Guarantee within..... days of issue of LOA of **Rs.** **/- (Rupees in words Only)** valid for a period as specified in the RFP. The Bank Guarantee (BG) shall be in the format as given in the RFP.

5. Upon submission of the required Performance Security, you are required to sign the Contract Agreement with [Name of Authority]. Thereafter, the services shall commence immediately from the

date of signing of the Consultancy Agreement and accordingly you are required to mobilize the key personnel.

6. You are requested to sign and return the duplicate copy of the LOA in acknowledgement thereof, at the earliest.

Thanking you.

Yours faithfully,

(Name of the Officer)

Designation

Format-2

Performance Standards and Quality Assurance - Compliance

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No	Ref of Performance Standards and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Performance Standards and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....
[Name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

Format 2.1 : Method Statement

(To be submitted as part of Technical bid on Company Letter-head)

Tender Document No. Tender No./ xxxx; Tender Title: Non-consultancy Services Bidder's Name

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders:

- 1) Bidders must detail the method of performing the activity, indicating quantum and type of personnel, equipment, and materials to be used. Indicate supervision, reports/ reporting procedure, performance parameters/ specification – target and measurements, documentation, quality control records, and any other relevant detail to distinguish your performance from other bidders. Also indicate complaint redressal procedures and response times.
- 2) Bidders must demonstrate a complete understanding of the scope, nature and resources needed to deliver the Services.
- 3) The Method Statement shall, therefore, include, but shall not necessarily be limited to, the following:
 - (a) *Description of the Bidder's proposed programming and sequencing of all main activities, identifying those for which timing may be critical.*
 - (b) *Description of the measures included in the bid, which shall be implemented to achieve the performance standards and quality of execution required under the contract*
 - (c) *If the Tender Document so require a proposed Service Level Agreement shall also be included – inappropriate details/ format*
 - (d) *Description of arrangements to ensure compliance with the environmental, social, gender, health and safety requirements called for in the Tender Document, which the Bidder proposes to adopt and has included in the bid*
 - (e) *Commentary on the Procurement Entity's Requirements, including the status of the information available and relevant issues for the Works, detailing how the critical requirements shall be achieved.*
 - (f) *Method Statement must be supplemented by information in Work Plan. Personnel Deployment Plan; Equipment Deployment Plan and Materials Deployment Plan*
 - (g) *Anything else, as may be appropriate.*

Format 2.2 : Work Plan

(To be submitted as part of Technical bid on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services Bidder's Name__

[Address and Contact Details]

Bidder's Reference No._____ Date.....

Note to Bidders: Show the timelines and milestones of performance and delivery of activities, bringing out the dependencies and sequencing of activity. Work Plan may be preferably in a Gantt Chart format.

Format 2.3: Personnel Deployment Plan

(To be submitted as part of Technical bid on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services Bidder's Name

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: If so desired in Clause 3.5 of this RFP, indicate key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non- key staff required to perform the services to the required performance standards and quality. Bidder shall quote the cost of these personnel in Personnel Schedule Cost Breakup in the Financial Bid. Also, include personnel required for operation and maintenance of equipment (listed in the equipment schedule). Cost of Safety/ Personnel/ Hygiene Material for Personnel are to be included as lump sum per month (along with other Non- critical miscellaneous materials) in the Material Schedule Cost Breakup in the Financial Bid.

A. Key Personnel

Note to Bidders: Highlight any deviations from Clause 3.5 of this RFP: Key Personnel Schedule. Bidder shall provide adequate information to demonstrate that it can meet the requirements for the key personnel listed in Clause 3.5: Key Personnel Schedule. At a minimum, CVs must be provided for the Key Personnel for the following positions, using the forms provided for that purpose:

No .	Position / Location	Man- Months	Name	Qualification/ Certification/ License/ Training	Work Experience in a similar position in similar Projects (Yr.)	Work Experience Total (Yr.)
1						
2						
3						
4						
5						
6						

CVs of Key Personnel

1. Position Title

2. Name of Expert: {Insert full name}

3. Date of Birth: {day/month/year}

4. Country of Citizenship/Residence:

5. Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

6. Employment record

Period	Employing Organization	Position Held

(Please categorically specify the experiences along with supporting documents, if required, in each CV pertaining to required experiences for each position under clause 3.5 of section 3 of ToR.)

7. Membership in Professional Associations and Publications:

8. Language Skills (indicate only languages in which you can work):

Sl. No.	Detailed Tasks Assigned on Agency's Team of Experts:	Prior Work/Projects that Best Illustrates Capability to Handle the Assigned Tasks

9. Personnel's contact information: (e-mail , phone.....)

10. Remuneration details for last 6 months (payslips for the last 6 months to be attached with the CV):

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Project in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of the Expert

Signature {day/month/year}

Format – 3: Performance Statement

(To be submitted as part of Technical bid) (on Company Letter-head)

Tender Document No. Tender No./ xxxx;

Tender Title: Non-consultancy Services Bidder's Name

[Address and Contact Details]

Bidder's Reference No.

Date.....

Note to Bidder: Bidder must fill in this form to prove conformance to Experience and Past Performance in Clause 3.5 – Qualification Criteria. Mention contracts in which Bidder is or has been a party, whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/ attached here.

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the order	Status as on date ----

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....
.....
[name & address of Bidder and seal of company]

DA: Performance records/ contracts

FORMAT 4 NON-PERFORMANCE, LITIGATION STATEMENT
(To be submitted as part of Technical bid on Company Letter-head)

Tender Document No. Tender No./ xxxx;

Tender Title: Non-consultancy Services

Bidder's Name

[Address and Contact Details]

Bidder's Reference No.

Date.....

Note to Bidders: Fill this Form for Bidder to highlight conformance to Criteria 1(b): Nonperforming Contracts and Litigation. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

Non-Performing Contracts as per Qualification Criteria			
<p>Contract non-performance did not occur during the five years before the deadline for the bid submission as per the above criteria</p> <p>Or</p> <p>Contract(s) not performed during the five years before the deadline for the bid submission as per the above criteria are listed below</p>			
Year	Non performed portion of the contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the contract as per Clause 3.5. Qualification Criteria

Note: Bidder must complete this table

No Or Yes

If Yes,
 Describe

Year	Matter in Dispute	Contract Identification	Value of Award (Actual or Potential) Against Bidder
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
