



**National Highways & Infrastructure Development Corporation Limited**

**REQUEST FOR PROPOSAL**

**for**

**Engagement of Communication and Creative Agencies for NHIDCL**

**(Limited Tender Enquiry)**

**Dated: 30 / 08 / 2024**

**National Highways & Infrastructure Development Corporation Limited**

1<sup>st</sup> 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>.

This RFP is a limited tender for Agencies empanelled under Category A & Category B of NHIDCL's EoI for Empanelment of Communication and Creative Agencies dated 15<sup>th</sup> March 2024. Bids from Non-empanelled Bidders will be summarily rejected.

The Estimated Project Cost for three years is Rs. 4,94,58,118.80 (inclusive of taxes)

Interested applicants are requested to submit their responses to the "RFP" on or before 13.09.2024 (1500Hrs).

The submissions must be addressed to:

**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**

## CONTENT

<b>NOTICE INVITING – REQUEST FOR PROPOSAL .....</b>	<b>2</b>
<b>DISCLAIMER .....</b>	<b>5</b>
<b>SECTION 1: LETTER OF INVITATION.....</b>	<b>8</b>
<b>SECTION 2: INSTRUCTIONS TO BIDDERS .....</b>	<b>11</b>
<b>A. BID DATA SHEET .....</b>	<b>11</b>
<b>B. INSTRUCTIONS TO BIDDERS.....</b>	<b>16</b>
2.1 INTRODUCTION .....	16
2.2 OVERALL OBJECTIVE.....	16
2.3 TERMS AND CONDITIONS.....	16
2.4 BID SCHEDULE AND CRITICAL DATES: .....	19
2.5 COMMERCIAL CONDITIONS .....	20
2.6 PENALTY CLAUSE.....	24
2.7 BID SUBMISSION PROCESS.....	25
2.8 SIGNING OF BID .....	25
2.9 METHOD OF EVALUATION AND AWARDS OF CONTRACT.....	26
2.10 ARBITRATION.....	33
2.11 LABOUR LAWS AND SAFETY MEASURES .....	34
2.12 APPLICABLE LAW AND JURISDICTION .....	34
2.13 INDEMNIFICATION.....	34
2.14 FORCE MAJEURE.....	34
2.15 FAILURE AND TERMINATION CLAUSE .....	35
2.16 AGENCY CODE OF CONDUCT AND BUSINESS ETHICS .....	36
2.17 EXIT MANAGEMENT .....	36
2.18. SUB-CONTRACTING.....	38
2.19. OFFICE OF THE AGENCY .....	38
<b>SECTION 3: TERMS OF REFERENCE (TOR).....</b>	<b>39</b>
3.1. BACKGROUND .....	39
3.2. OBJECTIVE OF THE ASSIGNMENT .....	39
3.3. SCOPE OF WORKS.....	39
3.4. DELIVERABLES.....	46
3.5. TEAMING ARRANGEMENTS.....	49
3.6. PAYMENT TERMS .....	55
3.7. OTHER TERMS OF SERVICE .....	58
3.8. FACILITIES AND SUPPORT SERVICES TO BE PROVIDED BY THE CLIENT.....	59

<b>SECTION 4: BID FORMATS .....</b>	<b>60</b>
ANNEXURE- I: TECHNICAL BID FORM .....	60
ANNEXURE- II: FINANCIAL BID FORMAT .....	65
ANNEXURE- III: INTEGRITY & ETHICS UNDERTAKING .....	67
ANNEXURE- IV: FORMAT FOR UNDERTAKING .....	69
ANNEXURE- V: FORMAT FOR PERFORMANCE BANK GUARANTEE.....	71
ANNEXURE- VI: FORMAT FOR POWER OF ATTORNEY .....	74
ANNEXURE- VII: FORMAT FOR CURRICULUM VITAE (CV).....	76
ANNEXURE- VIII: FINANCIAL CAPACITY OF THE BIDDER.....	78
ANNEXURE- IX: RELEVANT PROJECTS OF THE BIDDER.....	79
<b>SECTION 5: STANDARD FORM OF AGREEMENT .....</b>	<b>81</b>

## **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 15<sup>th</sup> March 2024. It is not permissible to transfer this RFP to any other firm.
3. The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form, on behalf of NHIDCL and / or any of its employees / representatives, is provided in the terms and conditions set out in the present RFP.
4. This RFP is not a contract and is not 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.
5. 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 investigations and 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.
6. 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.

7. NHIDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the information or laws expressed herein.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. NHIDCL may terminate the bid process in case of any violations / infringement.
15. 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 Awedeince Connect Pvt Ltd, New Delhi
9. M/s Vermmillion 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 Appinventiv 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 Span 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 Kailasa 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 15<sup>th</sup> March 2024.

A bidder will be selected as per "Single Stage - Two Envelope" bidding process based on Quality cum Cost Based Selection (QCBS) methodology with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and 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,

**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: [abhijitkulka.385n@gov.in](mailto:abhijitkulka.385n@gov.in)  
Phone: 011-26768995

## 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 3 years, further extendable to 2 additional years on annual basis, based on satisfactory performance and mutual consent of NHIDCL and the agency.
4.	Method of selection	"Single Stage - Two Envelope" Bidding Process based on Quality cum Cost Based Selection (QCBS) methodology
5.	Documents part of RFP	<p>The RFP consists of the following sections:</p> <ul style="list-style-type: none"> <li>SECTION 1: Letter of Invitation</li> <li>SECTION 2: Instructions to Bidders</li> <li>SECTION 3: Terms of Reference</li> <li>SECTION 4: Bid Formats</li> <li>SECTION 5: Standard Form of Contract</li> </ul>
6.	Cost of Tender	Rs.5900/- (Five thousand nine hundred rupees only)

S. No	Particulars	Details
	Document / Tender Fee	including 18% GST in the form of online transfer through the Induscollect.
7.	Earnest Money Deposit (EMD)	<p>EMD Amount: 10 Lacs Only (Ten Lacs Only)</p> <p>Payable as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&amp;A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD and Tender Fee deposit through Induscollect.</p> <p>URL:</p> <p><a href="https://nhidcl.com/wp-content/uploads/2023/03/Notice-for-e-PBG-Tender-Fee-and-EMD.pdf">https://nhidcl.com/wp-content/uploads/2023/03/Notice-for-e-PBG-Tender-Fee-and-EMD.pdf</a></p>
8.	Performance Bank Guarantee	3% of the contract amount to be submitted in the form of e-PBG through <a href="#">NeSL- National E-Governance Services Ltd » Electronic Bank Guarantee (e-BG)</a>
9.	Technical & Financial Proposals requested:	As per Section 4 of the RFP.
10.	Pre-bid conference:	<p>Date: 03/09/2024</p> <p>Time: 03:00 PM</p> <p><b>Venue:</b> Virtual Meeting (Link for the same shall be requested by the Bidder in writing at least 24 hours prior to the schedule)</p>
11.	Address for communications:	<p>General Manager (Corporate Communication &amp; Business Development)</p> <p>National Highways &amp; Infrastructure Development</p>

S. No	Particulars	Details
		Corporation Limited (NHIDCL) 1st Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave, Delhi-110029 Email ID: <a href="mailto:abhijitkulka.385n@gov.in">abhijitkulka.385n@gov.in</a> Phone: 011-26768995
12.	Bidder to state cost in the national currency:	Cost to be stated in Indian National Rupees (INR) only.
13.	Proposal's submission date:	As per Section 2 Clause 2.4 Bid Schedule
14.	Terms of Payment	As described in the Section III of the RFP.
15.	Bid Validity	180 days from bid due date
16.	Language	This RFP has been issued in the English language.  Proposals and all associated correspondences shall be submitted in the English language.
17.	Financial Proposal	The Bidder shall provide an all-inclusive cost in the Financial Proposal including but not limited to the following:  (i) Remunerations to deployed team at the client's location for the purposes of the Scope of work including necessary PF, ESI, etc. as applicable;  (ii) Lump sum annual cost for undertaking public

S. No	Particulars	Details
		<p>relation and media tracking activities</p> <p>(iii) Cost of providing 2 Photographers cum Editors at client's desired location on full time basis to provide specialized photo documentation services</p> <p>(iv) Office running cost, including overheads and back-stop support.</p> <p>(v) Cost of reports production (including printing) and delivering to the Client.</p> <p>(vi) Any other applicable taxes (excluding G.S.T) and insurances (e.g., travel-related medical, professional liability, motor vehicle, third party, equipment, employer's liability, and workers compensation).</p> <p>(vii) Other costs as envisaged by the Bidder.</p> <p>The financial proposal would not include the following:</p> <p>(i) Cost of travel by appropriate means of transport for clients' work by any of the team members or photographers deployed;</p> <p>(ii) Cost of any and all required equipment &amp; software such as camera, laptop, desktop, printer, latest multimedia software, etc. required to deliver satisfactorily as per the scope of works.</p> <p>(iii) Cost of Production of Videos, Printing material etc.</p>

<b>S. No</b>	<b>Particulars</b>	<b>Details</b>
18.	Price Adjustment	A price adjustment provision shall apply to the remuneration rates at rate of 10% per year from the date of agreement. The first adjustment to the remuneration rates shall be applicable after 12 months from the date of agreement.

## **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 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.

### **2.2 Overall Objective**

NHIDCL invites proposals from empanelled bidders for appointment of a Communications & Creative Agency that will advise NHIDCL in communications, media related affairs and deliver tasks inline to the scope of works mentioned in this RFP. The agency will also assist the NHIDCL in media analytics and putting in place a feedback mechanism system for improved communications of the Agency. The scope of work to be taken by the agency has been broadly covered in **Section III**.

### **2.3 Terms and Conditions**

- 2.3.1 Bidding will be conducted through the Competitive Bidding procedures (separate submission of technical and financial bids) as laid down in the General Financial Rules, 2017 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>), 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 in a virtual mode through VC 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 Word File) to the email provided in the Data Sheet. The format for preproposal queries is provided below:

S.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 bidders who do not qualify the eligibility conditions shall forthwith be rejected and their financial bids shall not be opened.

- 2.3.6 The method of selection is "Single Stage - Two Envelope" Bidding Process based on Quality cum Cost Based Selection (QCBS) methodology.
- 2.3.7 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, EMD and Tender Fee deposit through Induscollect (URL: <https://nhidcl.com/wp-content/uploads/2023/03/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.
- 2.3.8 All bids will remain valid for period as mentioned in the Bid Data Sheet.
- 2.3.9 The NHIDCL reserves the right to solicit any additional relevant information from Bidders individually and collectively during the course of tendering process.
- 2.3.10 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.
- 2.3.11 The timeline / schedule of deliverables will be decided as and when the requirement / task activities arise. Bidder should complete the job / activities as and when asked by the NHIDCL.
- 2.3.12 Bidders in joint venture or consortiums are not eligible to apply.
- 2.3.13 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.
- 2.3.14 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.

- 2.3.15 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.
- 2.3.16 All the real and virtual creations will be the right of NHIDCL, and Intellectual Property Rights (IPR) will vest with NHIDCL.
- 2.3.17 The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the NHIDCL.
- 2.3.18 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	<b>30.08.2024</b>
2.	Pre-Bid Meeting (Virtual)	<b>03.09.2024 (1500 Hrs)</b>
3.	Date for publication of response to the queries raised during pre-bid meeting	<b>06.09.2024</b>
4.	Last date of submission of Bids (Technical & Financial)	<b>13.09.2024 (1500 Hrs)</b>
5.	Date of Opening of Technical Bids	<b>17.09.2024 (1100 Hrs)</b>
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, 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 & Tender Fee

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, EMD and Tender Fee 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. 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.
- (v) **Tender Document Fee:** The cost of the tender document (non-refundable) is mentioned in the Data Sheet. The tender document fee 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, EMD (<https://nhidcl.com/wp-content/uploads/2023/03/Notice-for-e-PBG-Tender-Fee-and->

[EMD.pdf](#)) and Tender Fee deposit through Induscollect (<https://induscollect.indusind.com/pay/index.php>).

- (vi) The bids of the bidders who fail to submit the tender document fee on or before the specified date and time shall be summarily rejected.

**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, EMD and Tender Fee 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-bg/>.
- (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 bills, 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.

In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

**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 value 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'.

**e) Prices**

- (i) All prices must be quoted on unit rate basis in INR along with all applicable charges i.e., professional fee and applicable taxes, duties, etc. (if any), but excluding G.S.T.
- (ii) The agency has to ensure that the prices / rates quoted are all inclusive including the manpower support and continuous support during the entire contract period, as mentioned in the Bid Data Sheet.

**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.

NHIDCL may change the scope after the submission of technical bids by the Bidders. In this case, NHIDCL will release a corrigendum / clarification and ask the Bidders to resubmit their financial bids only.

- 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) The detailed contract / work order will be signed with successful bidder. Any breach in contract / work order will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the NHIDCL. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the NHIDCL and the bidder shall, not later than upon termination or expiration of this work



order, deliver all such documents and software to the NHIDCL, together with a detailed inventory thereof.

- (ii) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the NHIDCL may take a decision to cancel the contract with immediate effect. Further, performance bank guarantee of the agency may also be invoked if the performance of the agency is not satisfactory.
- (iii) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule NHIDCL may impose a penalty of 1% of contract amount per week, subjected to overall ceiling amount of 5% of the contract value. The timeline/schedule of deliverables will be reasonable and will be decided as and when the requirement arises. In case of the penalty amount exceeding beyond 5% of the total contract value, NHIDCL shall take necessary action at its own 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 Method of Evaluation and Awards of Contract**

Bidders are requested to submit all requisite documents as per Tender Document along with their bids, failing to which the bids are liable for rejection.

### **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 criteria and requirements specified in this RFP.

### **2.9.2 Tender Validity**

The offer submitted by the Bidders should be valid for minimum period as mentioned in the Bid Data Sheet.

### **2.9.3 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. With lesser validity period
- g. All responsive Bids will be considered for further processing as mentioned below.
- h. NHIDCL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Evaluation Committee according to the Evaluation process define in this RFP document. The decision of the said Committee will be final in this regard.
- i. The selected agency shall deploy the same resources as proposed in the technical bid.

#### **2.9.4 Evaluation Process**

The steps for evaluation are as follows: -

##### ***Stage 1: 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 a marks based on the technical evaluation framework. The minimum marks for technical proposal qualification are 70. The bidders who get a technical proposal marks of 70 and more will qualify for the financial evaluation stage. Failing to secure minimum score shall lead to rejection of the Bid.
- 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.

### 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 an annual average turnover of Rs. 15.00 Cr	<15 Cr	1	5	Audited copy of financial statements, balance sheets & P&L for last 3 FY
		>15 Cr but <35 Cr	2		
		>35 Cr but <55 Cr	3		

	certified by a Chartered Accountant during last 3 (three) financial years ending FY 23-24.	>55 Cr but <75 Cr	4		along with original certificate from CA as per prescribed format.
		>75 Cr	5		
2	Communications and Events related experience of Bidder with minimum work order value of Rs 50 Lac for each project during last 5 years (Up to 5 Projects)	1 Project	2		
		2 Projects	4		
		3 Projects	6		
		4 Projects	8		
		5 Projects	10	10	Details of Projects as per Format provided along with Work order and completion certificate or Self-Declaration Form
3.	Experience (No of projects) of handling creative communications / social	1 Mark for Each Project		5	Details of Projects as per Format provided along with Work order and

	media management for Central / State Government Department / PSU. (Up to 5 Projects)			completion certificate or Self-Declaration Form
<b>B. Evaluation of Presentation &amp; Creative Illustrations (45 Marks)</b>				
<b>4.</b>	<b>Technical Presentation</b> A presentation will be made by the agency explaining the creatives / concepts, taglines, and other measures proposed to be taken during engagement.		<b>25</b>	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	10		
4.4	Technology Integration during service delivery	5		
<b>5.</b>	<b>Creative Illustrations</b>		<b>20</b>	Illustrative Concept Details along with note shall be submitted.
5.1	2 Social Media Post Samples	5		
5.2	2 Pamphlets / Brochures	5		
5.3	2 Full-Page Newspaper	10		

	Advertisement (1 Hindi & 1 English)			
<b>C. Evaluation of Personnel (35 Marks)</b>				
6.	Project Manager	<b>7</b>	Detailed CV as per prescribed format along with supporting evidences.	
7.	Team Leader cum Creative Director	<b>7</b>		
8.	Sr. Content Writer (English)	<b>5</b>		
9.	Content Writer (Hindi)	<b>5</b>		
10.	Senior Graphic Designer	<b>5</b>		
11.	Junior Graphic Designer	<b>3</b>		
12.	Social Media Manager	<b>3</b>		
	<b>TOTAL MARKS (A+B+C)</b>	<b>100</b>		

The evaluation of each Personnel shall be based on the following criteria:

- a. Experience relevant to Scope of Works under this RFP: **60%**
- b. Suitability with respect to minimum criteria defined in this RFP: **40%**

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.

### **Stage 2: Financial Evaluation**

- a. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- b. The financial bids for the technically qualified bidders will then be opened on the notified date and time in the presence of representatives of qualified bidders and reviewed to determine whether the financial bids are in

accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified by NHIDCL.

- c. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d. Any conditional bid would be rejected.

The Financial Proposals are also given cost-score based on relative ranking of prices, with 100 (hundred) marks for the lowest and pro-rated lower marks for higher priced offers.

The normalized financial score of the technically qualified bidders will be calculated, while considering the financial quote given by each of the Bidders in the Financial Bid as follows:

Normalized Financial Score of a Bidder = {Lowest Financial Quote of Bidder / Financial Quote of Bidder under consideration} X 100 (adjusted to 2 decimals)

### ***Stage 3: Final score calculation through QCBS***

The final score will be calculated through Quality and Cost selection method based with the following weightage:

Technical: **80%**

Financial: **20%**

**Final Score = (0.80\*Normalized Technical Score) + (0.20\* Normalized Financial Score)**

- a. The bidder with the highest Final score shall be treated as the Successful bidder.
- b. In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## **2.9.5 Negotiations**



Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary and shall be held only with the Agency as per extant rules that shall be placed as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. This will be subject to Government rules and procedure in the matter. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

#### **2.9.6 General Conditions**

- (i) Bids once submitted cannot be amended.
- (ii) Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected.
- (iii) The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of the NHIDCL.
- (iv) Technical bids and financial bids will be opened, in the presence of Bidders representatives (one for each bidder), who wish to be present.
- (v) The bidders shall not include/indicate any financial cost direct/indirect in the proposed technical bid. Proposals indicating financial cost in technical bids shall be rejected at the technical stage only.

#### **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.

## **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.

### **2.16.1 Bribery and Corruption:**

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 by 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 risk in and title to the Assets to be transferred/ to be purchased the NHIDCL pursuant to this Article shall be transferred to NHIDCL, on the last day of the exit management period.
- 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.

**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:

#### **A. Handling Communication and Branding Activities of NHIDCL**

##### **a) Communication Strategy & Planning**

- (i) Undertake review of all existing communications, branding (websites, brochures, videos etc.), and program (events) plans (digital and physical) and identify initiatives for greater outreach.
- (ii) Plan & design a detailed brand promotion strategy & create annual plan of different activities covering all mediums along with suggesting a 360-degree communication and marketing strategy.

- (iii) Benchmark communication strategies through review of case studies of similar organisations (national / international) and propose best / innovative practices in the domain.
- (iv) Develop / update organizational communication strategy & plans including strategic planning & implementation of campaigns, internal communications, media engagements, etc.
- (v) Develop methodologies to engage and communicate with key stakeholders, including government officials, industry partners, people of eminence and the public.
- (vi) Develop strategies for enhancing outreach in domestic and international markets to showcase achievements, key initiatives, marquee projects, etc. through creative and publicity materials.
- (vii) Suggest brand ambassadors and influencers and collaborate with bloggers/influencers to increase reach and to connect with more target groups.
- (viii) Develop & implement a crisis management mechanism to, inter alia, identify and mitigate negative publicity, if any.
- (ix) Assess different approaches that can be adopted for enhancing organizational communications with recommendations on the best approach & techniques to implement the same.

**b) Research and Design of Branding & Corporate Collaterals**

- (i) Undertake research and stakeholder interactions for promotion of brand concepts, creative elements, messaging / positioning and the overall brand initiatives.



- (ii) Conduct ideations to develop creative elements including design concepts, logos, messages, mission statement, tagline, and other products to support the overall brand initiative.
- (iii) Prepare a Brand Manual including brand standards (i.e. brand standard phrases, taglines, and narratives) and identity guidelines (colour palette) including the logo design, image standards, and templates to ensure consistency.
- (iv) Design brochures, leaflets, signages, banners, backdrops, etc. for key announcements, project updates, and events, as and when required
- (v) Design organization's publications including print advertisements, reports, presentations, giveaways/Collaterals (pens, folders, notebooks, etc.) and any other material for internal and external use.
- (vi) Provide translation services for English to Hindi & vice-versa during development of creatives & other deliverables.
- (vii) Assist during events including designing of event themes, designing invitations, anchor pre/post-event communications and any other matters requiring relevant inputs.

**c) Digital and Social Media Management**

- (i) Enhance organization's digital presence through the design and management of social media graphics, website elements, events, conferences and other online/ offline branding materials.
- (ii) Develop digital materials such as digital advertisements, invitations, e-newsletters, talking points, briefs, booklets / reports, etc. for pre-event and post-event communications.
- (iii) Manage all social media platforms of the organisation (Facebook, YouTube, Twitter (X), Instagram, LinkedIn etc.) and creating regular / daily infographic

contents for enhanced engagements such as texts, posts / threads, photos, videos, audios, GIFs, online surveys, blogs / vlogs, podcasts, contests, newsletters and other multimedia material.

- (iv) Provide coverage of events & initiatives of the organisation on social media handles and engage personnel to enhance reachability.
- (v) Obtain feedbacks from public and conduct specialised / targeted interviews of stakeholders as and when required to enhance contents created.
- (vi) Participate in trending hashtags regularly and develop strategic contents for greater engagement of public on organisational posts / media including tagging of relevant organisations / people.
- (vii) Ensure Grievance handling and adequate engagement through NHIDCL's social media handles across various platforms
- (viii) Moderate presence on all platforms including regular profile updates and deal with spam, unauthorized advertisements, inappropriate content etc.

**d) Coordination and Supervision**

- (i) Supervise and monitor printing / production of creative / publicity material by agencies identified by Authority.
- (ii) Coordinate and supervise the production of images and films in coordination with the production team
- (iii) Coordinate and supervise the execution of various events organised by NHIDCL in collaboration with Administration Division, NHIDCL

**e) Knowledge Management & Support Services**

- (i) Protect / secure sensitive information such as passwords, content, archives and any-other information related to the scope.

(ii) Maintain a limitless archive of all mediums, creatives designs, images and films and ensure their easy accessibility 24/7/365 from the date of commencement of work.

(iii) Any other works as assigned from time to time.

**Team:** A dedicated team need to be placed at NHIDCL's office for the above-mentioned work. The details of the team are given in the section 3.5.

## **B. Handling Public Relation Activities of NHIDCL**

### **a) Media Tracking and analytics**

(i) Track and analyse media coverages (publications, web media, social media & satellite news TV) of the NHIDCL, its projects, personals & initiatives across various platforms such as newspapers, news TV channels, social media platforms, web blogs, journals, etc. The tracking shall include top 10 national newspaper in Hindi and English languages along with at least 25 prominent newspapers in regional language in the regions of J&K, Ladakh, Uttarakhand, West Bengal, Andaman & Nicobar, Sikkim, Arunachal Pradesh, Assam, Mizoram, Manipur, Nagaland, Tripura and Meghalaya. After the selection of the Agency, NHIDCL and the agency can decide on the various newspapers and TV Channels to be tracked.

(ii) Conduct regular 'sentiment analysis' & 'spokesperson analysis' across all mediums including geographic analysis, thematic analysis (on specific issues/ theme, ex. tolling, road safety, blackspots, environment, traffic congestion, etc.), campaign analysis, etc.

(iii) Scan all relevant media sources regularly, create gist of key highlights and coordinate with authorities to enable effective responses to citizens.

(iv) Share daily reports of positive, negative and neutral coverages across all mediums and sharing with respective teams as suggested by Authority.

- (v) Track the trends of reachability of social media engagements of the organisation and realign strategies for greater engagements. The agency shall submit monthly "Effectiveness Analysis" reports to authority highlighting the performance across various platforms.

**b) Handling Public Relations and Media Activities of NHIDCL**

- (i) Develop and maintain relationships with media outlets to ensure positive coverage of organizational activities and events, including execution of public engagement strategies to maximise media coverage and public awareness.
- (ii) Produce high-quality content and editorial services for all publications, including articles, blogs, newsletters, and speeches / talking points, to promote organisation's initiatives and thought leaderships. Contents shall be developed in English and Hindi languages.
- (iii) Coordinate with concerned authorities of organisation to build stories, and get inputs for information dissemination, rebuttal, etc., as and when required.
- (iv) Handle queries / comments / suggestions from the audience and address it appropriately within 24 hours including queries which may require consultation with authorities.
- (v) Prepare and disseminate press releases / briefs on events, initiatives, policies, achievements, programs, infrastructure developments, and other projects.
- (vi) Create a buzz on pre-event, during event and post event – social media as well as Press Releases, news coverage etc. nationally and internationally.
- (vii) Work towards ensuring publishing of authored / syndicated articles in the mainstream newspapers, magazines, periodicals, news websites, etc.

**C. Production of Creative Materials (Videos):** During the course of engagement, at the discretion of Client, the agency may need to take care of production of additional

creative materials such as videos, films, advertisements, animations, documentaries. The client will inform the Agency in writing about its requirement and the payment for such work undertaken shall be made as per the terms and conditions given in Clause 3.6.

**D. Specialised Photo Documentation Services:** During the course of engagement, at the discretion of Client, the agency has to provide the following specialised team at 2 location(s) directed by the Authority. The two locations shall be NHIDCL's Head Office in New Delhi and its regional Office Guwahati. However, prior written approval from Client must be obtained before deployment.

These resources shall assist NHIDCL in Photography of its various activities. The photographs need to be properly edited and of best quality. NHIDCL would have full right to reject unsatisfactory & poor-quality material, at no cost to NHIDCL.

The equipment, hardware and software required shall be brought in by the resource/ agency. The payment to be made by NHIDCL shall be all inclusive.

**Note:**

- All creative and publicity material designed/ produced will be of international 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. Deliverables

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

S. No		Scope	Deliverables	Timelines / Frequency
<b>A. Handling Communication and Branding Activities of NHIDCL</b>	1	Communication Strategy & Planning	a) Brand Promotion Strategy (incl. communications. & marketing strategy)	Within 180 Days from LoA; to be 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 Manual, Guidelines and templates	Within 45 days from approval on A.1.a) / As directed by Authority
	3	Digital & Social Media Management	i) LinkedIn – 8 posts	Monthly basis
			ii) Twitter (X) – 60 posts	
			iii) Instagram – 60 posts	

S. No		Scope	Deliverables	Timelines / Frequency
		<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>	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	
			xii) Newsletters	Quarterly / as directed by Authority
			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

S. No		Scope	Deliverables	Timelines / Frequency
	5	Knowledge Management & Support Services	i) Creative designing of Presentations / Brochures / Reports / etc	As directed by Authority
			ii) Repository Management	Weekly Basis
<b>B. Handling Public Relation Activities of NHIDCL</b>	1	Media Tracking and analytics	i) Submission of Daily Reports & Response to Posts on Social Media	Daily Basis
			ii) Monthly Report on overall visibility, trends, sentiments and perception of the Agency	Monthly basis
	2	Handling Public Relations and Media Activities of NHIDCL	Reports on all activities as mentioned in 3.3.B.b of this RFP	As directed by Authority
<b>C. Production of Creative Materials (Videos)</b>		Production of Creative Material (Videos)	As per the requirement of the Client	As directed by Authority



S. No		Scope	Deliverables	Timelines / Frequency
<b>D. Specialised Photo Documentation Services</b>	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 / add number and type of deliverables during the course of engagement.

### 3.5. Teaming Arrangements

**A. Handling Communication and Branding Activities of NHIDCL:** The team shall consist of key personnel as listed below, to be 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	Project Manager (Part Time – 10 Days a month)	i. Postgraduate in Management / Public Policy / Business Administration or equivalent ii. Must have at least 8-10 years of relevant experience in managing large scale projects iii. Must have at least 3 years of relevant experience of working with Government or Private Agencies in a full-time role. iv. Should have experience of working and leading Project Management Units in Government Projects

S. No.	Position & Schedule	Minimum Qualifications & Experience
		v. Should have experience of working with Government for planning and strategizing large scale events
2	Team Leader cum Creative Director (Full Time)	<p>i. Graduate in Journalism / Mass Communication / Communication / Media Studies / Public Relations Fine Arts / or equivalent from a recognized university.</p> <p>ii. Must have at least 10 years of relevant experience with deep understanding of corporate communications and media management, preferably with large scale public / private / non-for profit organizations.</p> <p>iii. Must have at least 3 years of relevant experience of working with Government organisation</p> <p>iv. Must have prior experience of handling communications, social media, electronic or print media or broadcast media/ content management for website, etc. for Clients.</p> <p>v. Must have prior experience of creating and successfully executing at least 2 creative campaigns across various media platforms, including digital, print and broadcast.</p> <p>vi. Should have experience of managing at least 2 events of National / International significance..</p>

S. No.	Position & Schedule	Minimum Qualifications & Experience
		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.
3	Senior Content Writer - English (Full Time)	i. Graduate in Mass Communications / Journalism / Liberal Arts or similar field from a recognized University. ii. Must have at least 8 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.
4	Content Writer – Hindi (Full Time)	i. Graduate in Mass Communications / Journalism / Liberal Arts or similar field from a recognized university. ii. Must have at least 3 years of relevant experience in content writing in Hindi for marketing campaigns, corporate communications, etc.

S. No.	Position & Schedule	Minimum Qualifications & Experience
		<p>iii. Should have excellent script / content writing skills and proven experience in writing of blogs, social media posts, etc. in Hindi.</p> <p>iv. Should have excellent working knowledge of MS Office, Social Media tools / applications and have demonstrated ability to collaborate in a multi-stakeholder ecosystem.</p>
5	Senior Graphic Designer (Full Time)	<p>i. Graduate / Diploma in Fine Arts / Graphic Design / Communication Design or equivalent from a recognized University.</p> <p>ii. Must have at least 8 years of relevant experience in graphic designing, web designing, animation, UI/UX, visualizations, etc.</p> <p>iii. Must have at least 2 years of relevant experience of working with Government Organisation</p> <p>iv. Should be versed with relevant Govt Guidelines, codes and procedures with respect to graphic designing and visualization.</p> <p>v. Should have excellent knowledge of various software used in Graphic Designing such as 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>

S. No.	Position & Schedule	Minimum Qualifications & Experience
6	Junior Graphic Designer (Full Time)	<ul style="list-style-type: none"> <li>i. Graduate / Diploma in Fine Arts / Graphic Design / Communication Design or equivalent from a recognized University.</li> <li>ii. Must have at least 3 years of relevant experience in graphic designing, web designing, animation, UI/UX, visualizations, etc.</li> <li>iii. Should be versed with relevant Govt Guidelines, codes and procedures with respect to graphic designing and visualization.</li> <li>iv. Should have excellent knowledge of various software used in Graphic Designing such as Adobe Suite, CorelDraw, Paint Shop, Procreate, etc.</li> <li>v. Should be well verse with creation of Vlogs, Blogs, Podcasts, Reels, YouTube Shorts, etc.</li> </ul>
7	Social Media Manager (Full Time)	<ul style="list-style-type: none"> <li>i. A Graduate in Communications / Mass Communications / Media Arts / Visual Communications / or equivalent from a recognized university.</li> <li>ii. Must have at least 8 years of relevant experience in social media management, SEO, media analytics or similar domain.</li> <li>iii. Must have at least 2 years of relevant experience of handling Government Organisation's social media handle</li> </ul>

S. No.	Position & Schedule	Minimum Qualifications & Experience
		<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 &amp; English languages. Proficiency in other languages in India shall be preferred.</p>

The payment for such activities shall be made as given in Clause 3.6

**B. Handling Public Relation Activities of NHIDCL:** This activity shall be undertaken by a dedicated resource/team of the Agency, which is not required to be deployed at Client's location. The agency need to have the dedicated resource at its own location for addressing the scope of work listed under this activity The payment for such activities shall be made as given in Clause 3.6

**C. Production of Creative Materials (Videos):** As and when instructed by Client, the Agency will deploy a dedicated team for production and delivery of creative materials. The payment for such activities shall be made as given in Clause 3.6

**D. Specialised Photo Documentation Services:** As mentioned, the agency, directly or through a vendor is to provide experienced photographers at 2 locations (full time at Guwahati and Delhi) directed by the Authority.

**Two (2) Photographer cum editor (Full Time):** At least 5 years of experience in areas of photography along with experience in editing / correcting of images for digital / print use.

**To document specific events One (1) Senior Photographer cum Videographer (Part Time) may be engaged** as and when required. The resource should have experience of At least 10 years in areas of photography & videography along with significant exposure to large scale events involving Government.

## **Notes**

- The mobilization and demobilization of any of the personnel shall be done only after the prior written approval of the Client.
- The team as defined under sub-Clause A of this clause 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 scope of work of all the experts also includes “Any other work as directed by the Client in the interest of the Project”
- 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 shall report to the GM in charge of Corporate Communication & Business Development Division or as directed by the Authority.

## **3.6. Payment Terms**

**A. Handling Communication and Branding Activities of NHIDCL:** For the work to be undertaken by the dedicated team deployed for this purpose, a monthly fee shall be paid to the Agency as per the Cost put up under Financial Form and as subsequently agreed with Authority upon negotiations. A monthly invoice shall be

raised by the Agency along with dossier of all deliverables submitted to Client in the reporting month.

After the selection of the Agency, it will provide a list of hardware (Desktop, Laptops etc.) and the required software to NHIDCL. NHIDCL will make these hardware and software available within a minimum of 15 days / as per the procurement timelines from the date of request made by agency & approved by the Authority.

**B. Handling Public Relation Activities of NHIDCL.** A separate amount shall be quoted by the bidders to undertake this activity. A monthly invoice shall be raised by the Agency along with dossier of all deliverables submitted to Client in the reporting month. The client shall make monthly payment accordingly.

**C. Production of Creative Materials (Videos):** Reimbursements for production related works etc. for which rates are defined in latest CBC (erst. DAVP) shall be paid to the Agency as per applicable CBC rates. The Agency must obtain written approval of Client on such works and its anticipated cost impact prior to incurring such expenditures.

In case of any work which falls beyond the scope as specified in this RFP or for which applicable CBC rates are not available, the payment of such components will be decided by either of the following mechanism: -

- (i) Reimbursable as per actuals for the expenses incurred by the Agency. All such expenses will need to accompany supporting invoices / documents for payment on actuals. The payment shall be made in subject to subsequent audit by the Authority; or
- (ii) On the basis of cost estimates to be submitted by the agency, with rate reasonability of the same to be decided by a committee constituted for the purpose by NHIDCL. Such approval / rejection on the cost proposal submitted by the Agency shall be made within 30 days of receipt of proposal by the Authority.



**D. Specialised Photo Documentation Services:** The Agency shall be raising monthly invoices for the two Photographer cum editors at two locations along with proof of work undertaken// deliverables. NHIDCL would make the payment accordingly.

The remuneration for the experts for specialized photo documentation services shall be fixed during the contract period and shall be as follows:

S.No	Position	Fixed Remuneration
1	Sr. Photographer cum Videographer	Rs 15,000 per day*

\* A price adjustment provision shall apply to the remuneration rates at rate of 10% per year from the date of agreement. The first adjustment to the remuneration rates shall be applicable after 12 months from the date of agreement.

As and when required, NHIDCL would request in writing the Agency to deploy the Sr. Photographer cum Videographer. The agency shall be raising the monthly invoice along with the proof of work undertaken// deliverables and NHIDCL shall make the payment after verification.

**Payments for Travel:** As and when required, NHIDCL may require any of the resources of the deployed team to travel within India for work. Arrangements for such travel including boarding and lodging etc. shall be made by NHIDCL, according to its policy for various levels of resources.

## Notes

- The reimbursable invoices, if any, shall be supported with valid supporting documents.

- Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- The Bidder's quoted price is deemed to have included all charges/expenses for the successful implementation of the assignment which are important but not included in the ToR.
- The taxes in the invoices against the invoices of the reimbursable should not include "Double Taxation". The taxes to be reimbursed should be supported with valid supporting documents.

### **3.7. Other Terms of Service**

- A. 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.
- B. 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.
- C. 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.
- D. 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.

### **3.8. 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) Software and Hardware Requirements for the resources will be provided by IT Division of NHIDCL
- (iv) Any other support as may be considered necessary for smooth execution of the assignment.

## SECTION 4: BID FORMATS

### ANNEXURE- I: Technical Bid Form

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. I / 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.
13. The Financial Proposal is being submitted in a separate cover.
14. I / We agree to keep this offer valid for 180 (One-Eighty Days) days from the Proposal Due Date specified in the RFP.
15. 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 to the 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 Tender Document fees	
4	Details of EMD Amount Payment Receipt No. Transaction Id Issuing Bank	
5	Power of attorney for authorized signatory	
6	Board Resolution / LLP agreement of the firm	
7	Audited copy of balance sheets for last 3 (three) financial years ending FY 23-24	
8	Audited copy of P&L accounts for last 3 (three) financial years ending FY 23-24	
9	Chartered Accountant certificate regarding annual average turnover during last 3 (three) financial years ending FY 23-24	
10	Relevant Projects of the Bidder with Work order/ satisfactory completion	

S.No.	Particulars	To be filled by the Bidder	
	certificate for project claimed for technical evaluation		
11	Detailed CV of the proposed resources as per the qualification and criteria mentioned in the Section 3. Terms of Reference		
12	Financial Bid Proposal Sheet as per Annexure II		
13	Integrity & Ethics Undertaking as per Annexure III of this RFP		
14	Undertaking as mentioned in Annexure- IV of this RFP document		
15	Any other document as mentioned in the RFP		
16	Name, Designation and address of the officer to whom all references shall be made regarding this Tender.		
		<b>Tel:</b>	<b>Mobile:</b>
		<b>Fax:</b>	<b>Email:</b>

Name of the Bidder: .....

Authorized Signatory: .....

Name: .....

Seal: .....

Date:

Place:



## ANNEXURE- II: Financial Bid Format

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

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **Scope for work in Section – III as well as details defined in the tender document** is as mentioned below. Break- up of the cost, taxes & other charges are as under: -

S. No	Description	Unit Amount (In Rs) (excl. tax)	Quantity	Man months (Per Year)	Total Per Year Amount Excl. Tax (In Rs)	Tax Amount (In Rs)	Total Per Year Amount incl. tax (In Rs)
A	B	C	D	E	F = (C x D x E)	G	H = (G + F)
<b>1</b>	<b>Handling Communication and Branding Activities of NHIDCL</b>						
1.a.	Project Manager		1	4			
1.b.	Team Leader cum Creative Director		1	12			
1.c.	Sr. Content Writer (English)		1	12			
1.d.	Content Writer (Hindi)		1	12			
1.e.	Senior Graphic Designer		1	12			
1.f.	Junior Graphic Designer		1	12			
1.g.	Social Media Manager		1	12			
<b>2</b>	<b>Handling Public Relation Activities of NHIDCL</b>						

S. No	Description	Unit Amount (In Rs) (excl. tax)	Quantity	Man months (Per Year)	Total Per Year Amount Excl. Tax (In Rs)	Tax Amount (In Rs)	Total Per Year Amount incl. tax (In Rs)
A	B	C	D	E	F = (C x D x E)	G	H = (G + F)
<b>3</b>	<b>Specialised Photo Documentation Services</b>						
3.a.	Photographer cum editor		2	12			
	<b>Total (1+2+3)</b>						

**Note :** For the services - **Production of Creative Materials (Videos)** as mentioned in Clause 3.3.C of this RFP, the client will inform the Agency in writing about its requirement and the payment for such work undertaken shall be made as per the terms and conditions given in Clause 3.6.

**Our bid shall be binding upon us up to period of validity as indicated in note above.**  
**We understand you are not bound to accept any bid you receive.**

Date:

Yours sincerely,

Authorized Signatory (In full and Initials)

Name and Title of the Signatory Name & Address of firm (Seal)

### ANNEXURE- III: INTEGRITY & ETHICS UNDERTAKING

**[Name of the bidder]** Undertakes to act in good faith with respect to one and others to one and others' rights prior to, during or subsequent to the currency of the contract and to adopt all responsible measures to ensure the realization of the objectives prior to, during or subsequent to the currency of the contract.

**[Name of the bidder]** undertakes to avoid all forms of corruption by following a system that is fair, transparent, and free from influence and prejudice, prior to, during or subsequent to the currency of the contract.

**[Name of the bidder]** commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stages of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

The Gol undertakes that during the pre-contract stage, it shall treat all bidders alike and will provide to all bidders the same information and will not provide any such information to any bidder which could afford an advantage to any bidder in comparison to other bidders. Any breach of aforesaid provisions by **[Name of the bidder]** or its employees or authorized representatives, shall entitle Gol to take all or any one of the following actions, wherever required: -

- (i) forfeiture of performance guarantee.
- (ii) to immediately call-off the pre-contract negotiations without assigning any reason or providing any compensation to **[Name of the bidder]**.
- (iii) to debar **[Name of the bidder]** from participating in any bidding process in future for a minimum period of 5years.
- (iv) to cancel all or any other contract signed with **[Name of the bidder]**.

The Gol will be entitled to initiate the criminal liabilities as well.

Name of the Bidder: .....

Authorized Signatory: .....

Name: .....

Seal: .....

Date:

Place:

## **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 submitted by the agency in the financial proposal.
- (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 social media 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

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

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 to .....without 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 operatable 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 including .....and 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-NAMED PRINCIPLE 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, Bidder s 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

**7. Membership in Professional Associations and Publications:**

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

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

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

**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	2023 – 24		
2	2022 – 23		
3	2021 – 22		
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 23-24.

## 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



## 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.
- b. 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 signed copy of bid document along with other communications/ clarifications 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.

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